

***United States Court of Appeals
for the Second Circuit***



EXHIBITS

ORIGINAL

74-1661

~~74-1699~~ & ~~74-1706~~

B
P/S

IN THE
United States Court of Appeals
For the Second Circuit.

FABRIZIO & MARTIN, INCORPORATED,
Plaintiff-Appellee-Appellant,
vs.

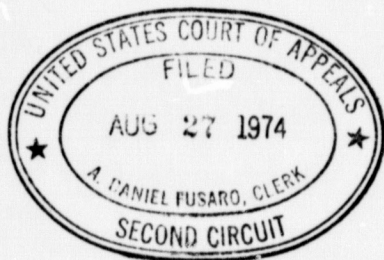
BOARD OF EDUCATION CENTRAL SCHOOL DISTRICT NO. 2
OF THE TOWNS OF BEDFORD, NEW CASTLE, NORTH
CASTLE AND POUND RIDGE, MARS ASSOCIATES, INC., and
NORMEL CONSTRUCTION CORP. OF NEW ROCHELLE, a
joint venture, *Defendants,*

THE BOARD OF EDUCATION CENTRAL SCHOOL DISTRICT
NO. 2 OF THE TOWNS OF BEDFORD, NEW CASTLE,
NORTH CASTLE AND POUND RIDGE,
Defendant-Appellant-Appellee,

AETNA CASUALTY & SURETY CO., Additional Defendant on the
Counterclaim of Defendant BOARD OF EDUCATION,
Defendant-Appellee-Appellant.

ON APPEAL FROM A JUDGMENT OF THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK.

EXHIBIT VOLUME.



MAX E. GREENBERG, TRAYMAN, HARRIS,
CANTOR, REISS & BLASKY,
Attorneys for Additional Defendant-Appellee,
Aetna Casualty & Surety Co.,
100 Church Street,
New York, N. Y. 10007
(212) 267-5700.

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DEFENDANT AETNA'S EXHIBIT A.

EDWARD FOWLER SCHOOL
369 Lexington Avenue, Mount Kisco, New York

MEMORANDUM

To: Eugene R. Ahl
From: Charles W. Fowler
Re: \$250,000 in Additional Bonds Required for Completion of the Middle School
Date: April 12, 1966

In response to the request of the Board last evening, I am summarizing herein the facts and considerations involved in the question of the authorization of an additional \$250,000 in bonds for the completion of the Middle School project. For the purposes of this memorandum, I have assumed the circumstances surrounding the "compromise" to be understood and have merely attached copies of the legal notice stating the proposition on which the people actually voted together with a copy of the "compromise" resolution.

I should like to outline, therefore, the bases of the need for the \$250,000, the apparent alternatives in this matter, and the related consequences of each.

STATE OF THE NEED FOR \$250,000

1. Construction Costs. As outlined in Mr. Yavner's memorandum dated April 12, 1966, the following are the estimated maximum costs of completion for the Middle School construction.

a. General Construction	\$403,000
b. Site Work	107,000
c. Costs Associated With Sub-Contract Agreements	66,000
d. Overhead Costs of the Board (e.g. Legal fees, architectural fees, other salaries of staff, office disbursements, etc.)	<u>50,000</u>
	<u>\$626,000</u>

It should be noted that all costs of item "d." together with the amount which items "a. c." exceed Fabrizio & Martin's contract will be sought as charges in connection with the bonding company and/or Fabrizio & Martin.

ONLY COPY AVAILABLE

DEFENDANT AETNA'S EXHIBIT A

According to the Board's report on the bonds in connection with the National F. in the Washington, funds will be available in cash to meet these payments approximately \$215,000 or a deficit of \$211,000.

2. Equipment. Approximately \$250,000 was provided for equipment in the budget of the \$3,000,000 bond issue. The administration has indicated that the actual minimum cost of equipping and furnishing the school will be only approximately \$10,000. It is anticipated up until this time that these funds would be made available as follows:

From the \$3,000,000 bond issue	\$250,000
From 1935-1936 bond issue (Funds currently available)	80,000
From the 1935-1936 current funds	36,000
TOTAL	<u>\$366,000</u>

However, certain extra costs in the course of the Middle School construction (most particularly excavation) have required the allocation of \$136,000 of the budgeted equipment amount for use in meeting construction expenses. In order to equip the school properly, it is necessary that the \$250,000 be restored.

The need for the issuance of \$250,000 of additional bonds is clear. The \$211,000 together with the \$136,000 will leave the \$250,000 by all but \$3,000 which should be held as a contingency.

RECOMMENDATIONS OF THE BOARD

1. On April 12, 1936 or as soon thereafter as possible, the Board will adopt a resolution authorizing the issuance of the \$250,000 in bonds.

This alternative is the recommendation of both the bond counsel, Hawkins, Delafield and Wood, and of Mr. Yavner. Mr. Fernandez of the bond counsel's office, said to me this afternoon, "The qualified voters have voted a tax to be collected in installments for \$4,050,000. In anticipation of this the board has sold \$3,800,000, leaving a balance of \$250,000. This is still a big balance and the Board is in a position to adopt a second resolution for the remaining \$250,000." Mr. Fernandez also stated that the life of these supplementary bonds would be based on the original date (i.e. 27 or 28-year bonds rather than 30-year bonds).

Following the adoption of the resolution, a copy of the resolution printed in our two newspapers. The taxpayer has the right to the date of publication of the resolution, and to contest the validity of the resolution. Pending any such action, suit, or proceeding, the Board may proceed at the expiration of the

DEFENDANT AETNA'S EXHIBIT A

twenty-day period (Ref: Sect. 33.00, Local Finance Law)

Mr. Fernandez also noted that Section 33.00 of the Local Finance Law required the vote on the aforementioned resolution to be by the affirmative vote of two-thirds of the "voting strength" of the Board. He has opined that since the Education Law allows the Board the opportunity to make a temporary appointment in the case of the death of a member, the "voting strength" of our Board is still 5, and two-thirds of that number is at least 4 affirmative votes (Ref: Sect. 2 of the Local Finance Law). It would appear, therefore, that a unanimous vote of our presently-constituted Board is required to effect this resolution.

Consequences. Since the Board has, or will have within the next two days, executed agreements which call for the allocation of a maximum of \$626,000 for the completion of the Middle School construction, and since it has available from the Building Maintenance Funds only \$515,000, the difference of \$111,000 must be made up elsewhere in the Middle School account. The only funds so available in this account are allocated for equipment purchases and this allocation would affect the net cash available for placing equipment orders as follows:

Available in Middle School Account	\$515,000
Available From Current Funds	<u>111,000</u>
Total Currently Available	264,000
Less Deficit in Construction	<u>-111,000</u>
AVAILABLE FOR EQUIPMENT PURCHASES AT THIS TIME	<u>153,000</u>

If the proposed resolution is passed promptly and unanimously by the Board and is not contested within twenty days after publication, it would appear that full equipment purchasing power would be restored on or about May 6, 1966.

I consulted with Mr. Telfer by phone today on the effect of this time lag. He stated that he had hoped to issue at least \$170,000 in equipment orders during April. This situation will, of course, curtail that amount somewhat, but he anticipates that it will not seriously endanger delivery and installation dates presently set as prior to the opening of school in September.

DEFENDANT AETNA'S EXHIBIT A

2. On the basis of the information furnished by the defendant, the School Board, it is the opinion of the Board that the school should be opened on or about June 2, 1936.

It is the opinion of the Board that the school should be opened on or about June 2, 1936, but under a "no-saturday school" plan of operation. The school should be opened on or about June 2, 1936, and the school should be opened on or about June 2, 1936, and the school should be opened on or about June 2, 1936.

Consequently, a delay such as this will, Mr. Teller feels, virtually preclude the possibility of furnishing the school so it can be opened for a regular program in September. The following are among his bases for this conclusion:

- a. Equipment suppliers are quoted 110-day delivery as of this time. In June it is expected to be 160 days or upwards since this is the "peak" period for these companies.
- b. While the \$150,000 available for equipment now could be used for "basic" classroom furnishings, the items requiring specially selected equipment (science, library, unified arts, study centers, etc.) would not be available. The equipment for these areas generally requires the longest delivery period.

Needless to say, a defeat of the referendum and attendant delays for a "second try" would make opening the school in September an impossibility.

Summary

It would appear, contrary to our preliminary discussion last evening, that a definite time lag and a few problem areas in connection with this matter, particularly as it affects the equipping of the school. I should, therefore, like to offer the following as rationale for voting under Alternative 1:

- a. The need for \$150,000 can be clearly and simply and immediately demonstrated to the voters. The need for \$150,000 can be clearly and simply and immediately demonstrated to the voters.
- b. It is the opinion of the Board, with the best of faith, and every intention of opening the school on or about June 2, 1936, and the school should be opened on or about June 2, 1936, and the school should be opened on or about June 2, 1936.

DEFENDANT AETNA'S EXHIBIT A

- c. The default of Salvatore J. Martin on March 7, 1963 and the subsequent need to temporarily commit additional funds to contract for the completion of the building have created a financial crisis for the equipping of the Middle School which can only be resolved by this action now on the part of the Board ("Temporary" action above referred to future litigation and necessary financing).

There are, of course, potential problems with either alternative. Under Alternative 1, a taxpayer's suit could be brought, or, if successful, preclude selling the bonds. Under Alternative 2, the people could defeat the referendum. Obviously the Board must decide its course of action based on what it feels serves the ultimate best interests of the school district. It is my opinion that the majority of the electorate wants the school finished and in use by September, and action under Alternative 1 will be seen by them as prudent, reasonable and necessary to accomplish this goal.

CONFIDENTIAL

DEFENDANT AETNA'S EXHIBIT B.

BEDFORD PUBLIC SCHOOLS

369 Lexington Avenue, Mount Kisco, N.Y.

M E M O R A N D U M

To: Duane R. Ahlf
From: Charles W. Fowler
Re: Summary of events leading to the contract between Fabrizio and Martin and the Board of Education
Date: January 3, 1966

At your request I am summarizing in this memorandum the facts and events as I knew them relative to the Bond Issue and subsequent contract for the Middle School.

In 1961, the Board of Education selected The Architects Collaborative as architects to serve on three projects in this district:

- a) an addition to the Pound Ridge School
- b) renovation of the Mount Kisco Elementary School, and
- c) construction of a Middle School.

On March 15, 1962 a Special Meeting of the District Voters approved a resolution authorizing the expenditure of \$165,000 in architectural and engineering fees in connection with the planning of the Middle School. As you may know, this is somewhat a departure from normal procedures in school construction in New York State: that is, normally a school employs an architect for only preliminary drawings sufficient to yield an estimate of the cost of construction. The public is then invited to approve a Bond Issue in the amount of the architect's estimate. Once having secured that approval, the architect goes ahead with working drawings and specifications and the project is bid. Hopefully the bids will come within the dollar amount approved by the voters. It is my understanding that this new approach was championed by Mr. Van Allsburg and conceived by Mr. Bill Feathers also of Bedford Village. In essence there were to be two advantages to the procedure:

- a) the Board would not be subject to the position of having to go back to the voters a second time should the architectural estimates be too low, and
- b) bidders on the project would not have a bond issue figure to "shoot at" in preparing their bids.

DEFENDANT AETNA'S EXHIBIT B

Memorandum to Duane R. Ahlf

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January 3, 1966

Because of a pronounced philosophical split on the Board of Education, the planning stages for the building took an inordinate amount of time. However in December of 1963, plans and specifications were finished and public notices inviting bids were published. On January 7, 1964 the bids were opened in the offices of the Board of Education. The following were the base bids and the bids on Alternate 3 (track) for the three low bidders on the general construction work (the other three mechanical bids not being significant to the issue at hand):

<u>Name</u>	<u>Base Bid</u>	<u>Alternate 3 (track)</u>
Rand Construction Company	\$2,276,800	\$90,000
Fabrizio & Martin Const. Company	2,326,000	99,000
Walter A. Stanley Company	2,549,000	135,000

1/7/64 - A study session of the Board was held this evening so that Board members might examine the results of the bidding. It was agreed that the reliability of the low bidders would be investigated and that the Superintendent of Schools would prepare a memorandum listing his priority of the various alternates that were included in the bidding.

1/10/64- A letter was received from Fabrizio and Martin dated January 9, 1964 advising the Board that their bid proposal was in error and requesting permission to either adjust the error or withdraw their bid without penalty. They identified the amount of the error to be \$171,000 which should have been added to the base bid. (See Exhibit A)

1/14/64- A study session of the Board was held at which time the January 9 letter of Fabrizio and Martin was reviewed by the Board, and the Board agreed that no action should be taken at that time. The Board also reviewed certain unit prices submitted with the bid of the Rand Construction Company and noted that they were considerably higher than those submitted by Fabrizio and Martin. The Board asked the architect to:

- a) indicate what they (TAC) felt fair unit prices should be,
- b) contact the Rand Construction Company and tell them that their unit prices were out-of-line, and see if they would consider negotiating.

DEFENDANT AETNA'S EXHIBIT B

Memorandum to Duane R. Ahlf

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January 3, 1966

- 1/20/64 - The Board of Education held a study session at which time it was agreed that Raymond Carter and Chip Harkness would confer with Rand Construction Company to see if they would lower their unit prices.
- 1/21/64 - The Board of Education received a letter from the Rand Construction Company, apparent low bidder, agreeing to reduce certain unit prices as requested by the architect and the Board attorney.
- 1/22/64 - A special public meeting of the Board of Education was held at which time by a 3 to 2 vote (Sindeband and Hart opposed) a resolution was approved calling for a special district meeting on February 20 to approve the Middle School Bond Issue with a maximum cost of \$4,050,000 and a separate proposition on the track in the amount of \$95,000. The Board also awarded that evening the contracts to the four prime contractors on the condition that the Bond Issue would be approved.
- 1/23/64 - Ray Carter notified the Rand Construction Company that the Board had awarded the contract contingent upon the success of the February 20 Bond Issue. Shortly after this time, Rand requested additional copies of plans and specifications so that he could begin work as soon as possible. Also following this meeting, the necessary legal advertising for a special school district vote was begun.

After the Special Public Meeting at which Mr. Sindeband and Mr. Hart voted against the proposed Bond Issue, Dr. Russell became concerned about the influence these two Board members might have on the public in terms of the vote on the Middle School. He reasoned that since their main reservation with the Bond Issue was not the basic school itself, but an item of the equipment and Dial Select System. Dr. Russell then proposed in a secret Board meeting at Mr. VanAllsburg's house that was not attended by the Superintendent of Schools, that a compromise be reached and eliminate \$250,000 worth of equipment and the Dial Select System. Since the advertising had already begun for a vote on February 20, they felt that the best way to accomplish this was to call a Special Public Meeting and adopt a resolution stating that it is the present intention of the Board to issue no more than \$3,800,000 worth of Serial Bonds even though an authorization might be approved on February 20, 1964 for the issuance of \$4,050,000. The motion was unanimously approved at a Special Meeting of the Board held on January 29, 1964.

DEFENDANT AETNA'S EXHIBIT B

Memorandum to Duane R. Ahlf

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January 3, 1966

- 2/5/64 - A telegram was received at the Board office on the afternoon of February 5, 1964 from the Rand Construction Company which read:

"Gentlemen: We hereby withdraw our bids for general construction - Middle School due to a discovery of mathematical errors in the computation thereof. The offer to submit evidence of such errors at such time and place as you desire."

- 2/7/64 - The Board of Education met in study session and reviewed the telegram that had been received from the Rand Construction Company. On the advice of Attorney Carter, they scheduled a meeting with representatives of the Rand Construction Company for February 8, 1964.
- 2/8/64 - The Board met with the President of the Rand Construction Company and his attorney. These representatives of the Company explained how the error was made and then left the meeting. The Board with Attorney Carter present, agreed that it would be best if they obtained the opinion of an additional counsel who was well known in the field of construction work.
- 2/10/64 - While I was attending the AASA Convention in Atlantic City, I understand that the Board of Education met with Walter A. Stanley Construction Company and Fabrizio and Martin in order to discuss this matter.
- 2/12/64 - The Board met for the first time with its special counsel, Mr. Spencer. Quote from study session minutes of this date:
- "Mr. Van Allsburg reported on a telephone conversation he had had with Mr. Harkness of The Architects Collaborative in which it was determined that through certain changes in the contractor's procedures as well as removal of certain items in the base plans, the Fabrizio and Martin bid could come within the \$3,800,000 budget figure."
- 2/14/64 - Because the holding period for the bid was coming to an end, Attorney Carter wrote to each of the contractors and requested that they increase their holding period from 70 to 100 days. Exhibits B and C Contain Fabrizio and Martin's response to that request.

DEFENDANT AETNA'S EXHIBIT B

*Exhibit B***FABRIZIO & MARTIN, Incorporated***Building Contractors*P. O. BOX 67 . . . 1002 R POST ROAD . . . DARIEN, CONN. 03021
PHONE OLIVER 8-4400 • OLIVER 5-3025COMPLETE FACILITIES FOR
SCHOOLS, INSTITUTIONAL &
COMMERCIAL BUILDING

FEBRUARY 17, 1964

MR. RAYMOND A. CARTER
PARKER, DURYEE, BENJAMIN, ZUNINO & MALONE
1 EAST 44TH STREET
NEW YORK 17, NEW YORKRE: MIDDLE SCHOOL
BEDFORD, NEW YORK

DEAR MR. CARTER:

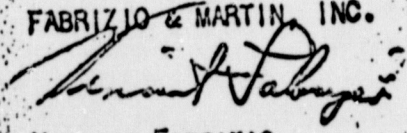
ENCLOSED PLEASE FIND MY SIGNATURE ON THE COPY OF THE LETTER TO INCREASE THE HOLDING PERIOD OF THE BID AS PER YOUR LETTER AND OUR CONVERSATION.

IN INCREASING THE HOLDING PERIOD, WE ARE NOT WAIVING OR RESCINDING OUR LETTER OF JANUARY 9, 1964, ADDRESSED TO THE BOARD OF EDUCATION, MOUNT KISCO, NEW YORK, AT THIS TIME NOR DO WE WAIVER ANY RIGHTS WHICH WE MAY HAVE.

SHOULD ANY OF THE SUBCONTRACTORS THAT WE HAVE SELETED OR ARE LOW BIDDERS REFUSE TO GO ALONG WITH THIS EXTENSION, WE MUST HAVE THE RIGHT TO CHANGE SAID SUBCONTRACTOR OR MAKE SUBSTITUTIONS IN SUBCONTRACTORS OR MATERIALS.

SINCERELY YOURS,

FABRIZIO & MARTIN, INC.


VINCENT FABRIZIO
PRESIDENT
VF:BB
ENC.

DEFENDANT AETNA'S EXHIBIT B

PARKER, DURYEE, BENJAMIN, ZUNINO & MALONE

1 EAST 44TH STREET, NEW YORK 17, N. Y.

COPY

February 14, 1964

Messrs. Fabrazio & Martin
1082 Post Road
Darien, Connecticut

Vincent
Attention of Mr. Fabrazio.

Bedford Central-Middle School.

Dear Mr. Fabrazio:

As you were advised, Rand Construction Company, by telegram dated February 5, 1964, withdraw its bid for the general construction and site work. The School Board is wrestling with the problem created by that telegram. Fabrazio & Martin were the second low bidder for this work.

You advised me orally today that Fabrazio & Martin would hold its bid for the general construction and site work for another thirty days (or a total of one hundred days from January 7), and that upon behalf of your firm you would be willing to sign a letter to this effect. 1 Pm

I enclose a copy of this letter which, for your convenience, may be signed and returned to me. A stamped addressed envelope is enclosed.

Very truly yours,

Enclosures.

Raymond A. Carter

The bid submitted on January 7, 1964, for the general construction and site work on the Middle School is hereby amended to increase the holding period of the bid from 70 to 100 days.

FABRAZIO & MARTIN

By Vincent Fabrazio

DEFENDANT AETNA'S EXHIBIT B

Memorandum to Duane R. Ahlf

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January 3, 1966

Sometime between the period February 12, 1964 and February 18, 1964, Mr. Van Allsburg was in contact with the architect and the architect in turn was in contact with Fabrizio and they came to terms privately as to how the specifications would have to be changed in order to do the job at Fabrizio's price. It should be noted that the administration was not asked at any time to make recommendation on what should be included in the \$171,000 reduction. Dr. Richter had alienated Mr. Van Allsburg even more than ever as the result of a speech Richter made at the time the compromise was accepted. Van Allsburg took it upon himself to engineer this whole project.

2/16/64 - Howard Lynch came to my office on the afternoon of March 16 with a copy of a letter from Joseph Schappa of TAC to Raymond Carter dated March 10, 1964 and contained in Exhibit E. This letter demonstrated precisely how the specifications were to be changed in order to accommodate the \$171,000 error in Fabrizio's bid. As I examined the letter, my attention was immediately brought to the fact that:

- a) changes of the sort proposed in this letter actually made this a completely new project and one which I thought should have been subject to rebidding, and
- b) this letter demonstrated that the actual cost to the school district on the track would be \$109,200 despite the fact that the second proposition at the February 20 meeting read as follows:

"RESOLVED: (a) That the Board of Education is hereby authorized to improve and embellish the recreation area east of the existing Fox Lane School Building, in the Town of Bedford, in said School District, including construction of a new running track and football field, improvement of existing basketball, baseball and track and field facilities and necessary drainage improvements and to expend therefor an amount not to exceed the estimated maximum cost of \$95,000 (Underscoring mine). (b) a tax of not exceeding \$95,000 is voted therefor to be collected in installments; and (c) in anticipation of said tax, bonds in the principal amount of not exceeding \$95,000 are authorized to be issued and the tax is voted to pay the interest on said bonds."

After reviewing the letter I called Dr. Richter who was at his home and he invited Howard and me to come to his house and discuss the matter. We spent some time in reviewing just what the letter said and what action was contemplated, and after satisfying ourselves, we felt that this procedure to be certainly improper if not illegal, we placed a call to Ray Carter at his office in New York City. Both Charles Richter and I spoke to Mr. Carter expressing our concern at the manner in which this

DEFENDANT AETNA'S EXHIBIT B

*Exhibit D***FABRIZIO & MARTIN, Incorporated***Building Contractors*P. O. BOX 67 . . . 1062 R POST ROAD . . . DARIEN, CONN. 06821
PHONE OLIVER 8-4400 • OLIVER 8-3828COMPLETE FACILITIES FOR
SCHOOLS, INSTITUTIONAL &
COMMERCIAL BUILDINGS

FEBRUARY 18, 1964

MR. E. J. VAN ALLSBURG
PRESIDENT OF THE BOARD
BOARD OF EDUCATION
130 MAIN STREET
MOUNT KISCO, NEW YORKRE: MIDDLE SCHOOL
BEDFORD, NEW YORK

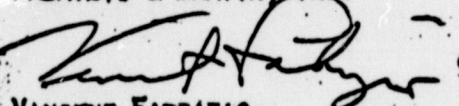
DEAR SIR:

THIS LETTER WILL CERTIFY TO THE BOARD OF EDUCATION THAT IF
WE ARE AWARDED THE GENERAL CONSTRUCTION AND SITE WORK CONTRACT
FOR THE MIDDLE SCHOOL AT OUR BID FIGURES, IT IS OUR INTENTION:

1. TO WITHDRAW OUR LETTER TO THE BOARD OF EDUCATION DATED
JANUARY 9, 1964.
2. TO ENTER INTO A CONTRACT FOR THE WORK.
3. TO START THE PROJECT AS SOON AS WEATHER PERMITS.

SINCERELY YOURS,

FABRIZIO & MARTIN, INC.


 VINCENT FABRIZIO
 PRESIDENT

VF:BB

DEFENDANT AETNA'S EXHIBIT B

Alternate No. 3 will be modified in accordance with our drawing dated March 10, 1964 and titled Alternate Scheme No. 1 for Football Field and Running Track. Contractor shall include in this Alternate No. 3 a cash allowance of \$1,677 in the agreed upon price. Annexed hereto and marked Exhibit "C" is a drawing defining the modification.

Dated: New York, N.Y., March 17, 1964.

Witness:

Joseph L. Shaggy Jr.

FABRIZIO & MARTIN, INCORPORATED

By

Frank J. Liguori
President.

Witness:

Raymond A. Carter

BOARD OF EDUCATION, CENTRAL SCHOOL
DISTRICT NO. 2 OF THE TOWNS OF
BEDFORD, NEW CASTLE, NORTH CASTLE
and POUND RIDGE, NEW YORK.

By

Edgar J. Van Alstine
President

DEFENDANT AETNA'S EXHIBIT B

Memorandum to Duane R. Ahlf

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January 3, 1966

was being handled. Mr. Carter dismissed our concern lightly, saying that this was the will of the Board and there was certainly nothing wrong with it.

Howard had also informed me during the course of the day that Mr. Van Allsburg had called him and requested that I have delivered to Mr. Carter's office on the following day, the school district Seal to be used in signing the contract.

3/17/64 - After consultation again with Superintendent Richter, I dictated and signed the letter contained in Exhibit E. This letter was personally delivered together with the Seal of the school district by Martin J. Carr, a custodian at The Fox Lane school. Mr. Carr was given instructions to personally hand the letter and the Seal to Mr. Van Allsburg, and the letter was affixed to the Seal in such a way that the Seal could not be used without removing the letter first. You will see in Exhibit F and G that I have notarized statements as to the contents of the letter from Mrs. Riker, and said delivery from Mr. Carr.

After transmitting the letter to Mr. Van Allsburg by Mr. Carr, I called Dr. Russell who was Vice-President of the Board of Education and told him that I would like to meet with him immediately. I went to his office and personally handed to him his copy of this letter to Mr. Van Allsburg. I asked Dr. Russell whether he was aware of the "arrangements" that had been made with Fabrizio and Martin. He told me that he was not and that he was terribly concerned with what I had shown him. He immediately placed a call to Israel Machtey but was unable to reach him at that time.

Later that afternoon, Dr. Lynch came to my office and informed me that Mr. Van Allsburg had called and was "boiling mad." He ordered Howard to destroy every copy of the letter of March 10 from Schappa to Carter, as well as all copies of the letter I had sent to Mr. Van Allsburg that day. Needless to say, I immediately took precautions to see that my copy of the correspondence was placed securely in a safe deposit box.

At approximately 6:00 p.m. that evening, Dr. Russell called me at my home and told me that he had talked at some length with Mr. Machtey who had been in touch with Mr. Van Allsburg, and it was their feeling that while this was probably not the most proper way to handle this business, that the best interest of the school district would be served not to interfere with it at this time so that the building could be built properly and it occupied by September 1965. (Ha!)

DEFENDANT AETNA'S EXHIBIT B

EXHIBIT B

This is to certify that I, Helen M. Riker, am employed as secretary in the offices of the Board of Education, 130 Main Street, Mount Kisco, New York, and that on the 17th day of March 1964 the letter on the reverse side of this paper, a true copy in all respects of a letter which was signed by Mr. Charles Fowler, Clerk of the School District, was placed in a sealed envelope and handed to Mr. Martin Carr, to be delivered that day to the addressee at the offices of Mr. Raymond A. Carter in New York City.

Helen M. Riker

STATE OF NEW YORK)

County of Westchester)

On this 17th day of March 1964, appeared before me Helen M. Riker

_____ to me personally known and known to be the individual described in

and who executed the foregoing instrument, and who, being duly sworn, deposes and says

that the facts set forth in the above statement are true.

Subscribed and sworn to before me this 17th
day of March 1964

Eleanor G. Knapp

Notary Public

ELIZABETH G. KNAPP
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2152825

Qualified in Westchester County
Term expires March 30, 1965

DEFENDANT AETNA'S EXHIBIT B

Exhibit
H

This is to certify that on the 17th day of March 1964 at 1:40 p.m., I, Martin Carr, a messenger employed by Central School District #2, Towns of Bedford, New Castle, North Castle and Pound Ridge, did deliver a sealed envelope addressed to Mr. E. J. Van Allsburg, President of the Board of Education of Central School District #2, Towns of Bedford, New Castle, North Castle and Pound Ridge, to the offices of Attorney Raymond A. Carter, 1 East 44 Street, New York 17, N. Y., together with what was known to me to be the seal of Central School District #2, Towns of Bedford, New Castle, North Castle and Pound Ridge.

Martin Carr

STATE OF NEW YORK)

ss.:)

County of Westchester)

On this 17th day of March 1964, appeared before me _____

Martin Carr to me personally known and known to be the individual described in and who executed the foregoing instrument, and who, being duly sworn, deposes and says that the facts set forth in the above statement are true.

Subscribed and sworn to before me this 17th

day of March 1964

ELEANOR G. KNAPP
NOTARY PUBLIC, STATE OF NEW YORK
No. 60-2162823
Qualified in Westchester County
Term expires March 30, 1965

Eleanor G. Knapp
Notary Public

DEFENDANT AETNA'S EXHIBIT B

Memorandum to Duane R. Ahlf

-7-

January 3, 1966

That evening a study session was held at the home of E. J. Van Allsburg. At that time Mr. Van Allsburg reported in a light vein on the contract signing which took place that day. Mr. Hart was absent from the meeting, and Mr. Sindeband did not seem to pay very much attention to what Mr. Van Allsburg said. (The main item of interest to Mr. Sindeband was discussion concerning the recruitment of a new Superintendent of Schools.)

3/19/64 - At the insistence of Dr. Richter, Attorney Carter was asked to prepare a letter summarizing exactly what had taken place at the signing of the contract for the Middle School. (See Exhibit I) Appended to this letter is a copy of the Change Order as it is contained in the contract of Fabrizio and Martin. Mr. Carter had not intended to have the contract signing ratified by the Board, but at our insistence, he prepared materials so that this could be done at the March 25, 1964 Public Board meeting.

You will note that on Page 3 of his letter, Mr. Carter said that the Change Orders in "substance were agreed to by the Board." This was definitely not the case. It will also be noted that on Page 2 of the letter, the \$99,000 price listed for Alternate 3 (track) is asterisked with a notation "Mr. Fabrizio has agreed orally with Mr. Van Allsburg that the certificates covering this work will not exceed \$95,000, but that this will not affect the total contract price."

3/25/64 - At a public meeting by motion made by Mr. Sindeband and seconded by Mr. Hart, the following resolution was passed unanimously:

"RESOLVED - that the execution of the four contracts and change orders relating thereto for the construction of the Middle School by Edgar J. Van Allsburg as President of and on behalf of the Board of Education, on Tuesday, March 17, 1964, being the same hereby is ratified."

Since the approval of the contract and change orders on March of 1964, Dr. Lynch and I both inquired on numerous occasions of both our attorneys and our architect, as to where the official change orders were for this purpose so that they might be submitted to Albany for approval (as required by the regulations of the Commissioner of Education.) Despite many promises, they were never produced. In my last conversation with Mr. Harkness on this subject, he told me that he would only prepare them on the written request of the Board of Education. In effect, he said that he did not want to get "in the middle" in a situation as confused as this one. I might add that Joe Schappa told Howard Lynch and myself on numerous occasions that he and Chip both felt this whole procedure used in connection with the appointment of Fabrizio and Martin was certainly extra legal.

DEFENDANT AETNA'S EXHIBIT B

EXHIBIT I**PARKER, DURYEE, BENJAMIN, ZUNINO & MALONE**

1 EAST 44TH STREET

NEW YORK, N. Y. 10017

FRANKLIN E. PARKER, JR.
(1920-1993)ROBERT M. BENJAMIN
VINCENT J. MALONE
RAYMOND A. CARTER
JAMES G. BERNHEIM
THOMAS PARSONS III
ANGELO A. MAURINO
MILTON R. FRIEDMAN
WILLIAM D. HART, JR.
SIDNEY D. ROSEFF
WILLIAM STACPOLE

BIS OXFORD 7-6436

CABLE "PARDUN"

SAMUEL BLOOM DURYEE
FRANK A. ZUNINO, JR.
COUNSEL

March 19, 1964

Dr. Charles O. Richter
Central School District No. 2
130 East Main Street
Mount Kisco, New York

Dear Dr. Richter:

As you will recall, a resolution was adopted by the Board on January 22, 1964 (by a 3 to 2 vote) awarding the four construction contracts with Alternates 3, 4, 5, 9 and 11, in whole or in part, to Rand Construction Company, Mandel & Corsini, Hammond Electric, and Frank and Lindy Heating and Plumbing Company. Further, by resolution adopted by the Board at its February 20, 1964 meeting (by a 5 to 0 vote) the resolution of January 22 was amended; Rand Construction Company was permitted to withdraw its bid and the construction and site work contract was awarded to Fabrizio & Martin with the same alternates, in whole or in part, and subject to the same conditions as set forth in the resolution of January 22, 1964.

While I was not present, I was advised that prior to its February 20 meeting the Board reached a unanimous decision to delete \$102,000 from the bond issue figures to eliminate the audio-video wiring and equipment.

DEFENDANT AETNA'S EXHIBIT B

2. Dr. Charles O. Richter

The four contracts and change orders were executed by Mr. Van Allsburg for the Board and by officers of the four contracting parties Tuesday afternoon, March 17, and delivered to me in escrow pursuant to an escrow letter which I signed and which I understand Mr. Van Allsburg read to the Board that evening.

Further, on Tuesday afternoon the cover sheet of the drawings was signed by each of the contracting parties and three supplemental drawing sheets were initialled; a copy of the booklet containing the specifications and other contract papers was signed by each of the contracting parties; and drawings were initialled relating to the general construction and site contract change order. All of the papers enumerated in this paragraph were delivered to the Board office Tuesday afternoon.

Following is a summary of the contract figures and the change orders:

FABRIZIO & MARTIN

Base bid	\$2,326,900
Alternate #3	99,000*
Alternate #4	51,000
Alternate #5	12,500
	<u>\$2,489,400</u>

*Mr. Fabrizio has agreed orally with Mr. Van Allsburg that the certificates covering this work will not exceed \$95,000 but that this will not affect the total contract price.

Enclosed is a copy of the change order relating to the general construction and site contract which Mr. Van Allsburg read to the Board Tuesday evening. It will be noted that the change order does not change the contract price.

DEFENDANT AETNA'S EXHIBIT B

3. Dr. Charles O. Richter

MANDEL & CORSINI

Base bid	\$347,600
Alternate #9	55,000
	<u>\$402,600</u>
Change Order (Alternate #9) Deduct	26,000
	<u>\$376,600</u>

HAMMOND ELECTRIC COMPANY

Base bid	\$294,711
Alternate #4	1,898
Alternate #9	3,845
Alternate #11	43,538
	<u>\$343,992</u>
Change Order (Alternate #9) Deduct	1,300
	<u>\$342,692</u>

FRANK & LINDY PLUMBING & HEATING

Base bid	\$221,432
Alternate #3	1,523
Alternate #9	395
	<u>\$223,350</u>
Change Order (Alternate #3) Deduct	925
	<u>\$222,425</u>

I believe that the formal actions of the Board in awarding the contracts carry, by implication, the authority to the President as chief fiscal officer of the Board to sign the contracts and change orders (which change orders in substance were, I understand, agreed to by the Board). However, to complete the corporate records, will you please place on the Agenda for the March 25 meeting the resolution which I dictated to Mr. Fowler over the telephone today to be included in the Agenda.

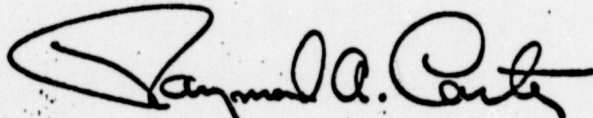
DEFENDANT AETNA'S EXHIBIT B

4. Dr. Charles O. Richter

Will you please circulate copies of this letter (additional copies are enclosed) to each member of the Board with the Agenda material for the March 23 meeting tomorrow.

If there is any question about the adoption of this resolution Wednesday evening, then I (or Mr. Bose of my office in my absence) must be notified before 12:00 o'clock Noon Monday, at which time my escrow position terminates. To this end I suggest that the Board be polled by Mr. Fowler after the members of the Board have received copies of this letter.

Sincerely,



Raymond A. Carter

Enclosure.

DEFENDANT AETNA'S EXHIBIT B
CENTRAL SCHOOL DISTRICT #2 - BOARD OF EDUCATION

TEXT OF STATEMENT MADE BY BOARD PRESIDENT, E.J. VAN ALBENBURG ON BEHALF OF THE BOARD OF EDUCATION AT A SPECIAL MEETING OF THE BOARD OF EDUCATION HELD AT THE BEDFORD HILLS ELEMENTARY SCHOOL, WEDNESDAY, JANUARY 29, 1964.

IN ORDER TO ASSURE THE PROVISION OF BADLY NEEDED CLASSROOMS BY BUILDING THE MIDDLE SCHOOL, THE MEMBERS OF THE BOARD OF EDUCATION HAVE HELD SEVERAL CONFERENCES IN AN EFFORT TO RESOLVE THEIR DIFFERENCES. THESE CONFERENCES WERE HELD SUBSEQUENT TO THE SPECIAL MEETING OF THE BOARD ON JANUARY 22, 1964 WHEN SEPARATE RESOLUTIONS WERE ADOPTED APPROVING A DISTRICT VOTE ON A \$4,050,000 BOND ISSUE FOR THE MIDDLE SCHOOL AND \$95,000 FOR A TRACK ON THE FOX LANE SITE.

AS A RESULT OF THESE CONFERENCES A COMPROMISE WAS ACHIEVED WHICH WILL REDUCE THE AMOUNT OF THE MIDDLE SCHOOL BONDS TO BE SOLD TO \$3,800,000. THE RESOLUTION BEFORE THE VOTERS ON FEBRUARY 20, 1964 CANNOT LEGALLY BE CHANGED. IT WILL STILL CONTAIN THE FIGURE OF \$4,050,000. HOWEVER, THE MEMBERS OF THE BOARD AGREE THAT ONLY \$3,800,000 OF BONDS WILL BE AUTHORIZED TO BE SOLD. THE BOARD WILL MEET FOR THIS PURPOSE IMMEDIATELY FOLLOWING THE DISTRICT VOTE ON FEBRUARY 20, 1964.

\$250,000 OF THE \$4,050,000 AMOUNT APPROVED BY THE VOTERS WILL BE CANCELLED. APPROVAL BY THE VOTERS OF THE RESOLUTION AUTHORIZING THE EXPENDITURE OF \$95,000 FOR THE AFOREMENTIONED TRACK, WHICH ALL OF THE BOARD MEMBERS SUPPORT, WILL RESULT IN THAT SUM BEING ADDED TO THE \$3,800,000 FIGURE OF BONDS TO BE SOLD.

THE REVISED FIGURE WAS ARRIVED AT IN THIS MANNER: THERE WAS DEDUCTED FROM \$4,050,000 THE AMOUNTS OF \$102,000 FOR A DIAL SELECTOR AUDIO-VIDEO SYSTEM AND \$475,000 FOR EQUIPMENT AND FURNITURE. THIS REDUCED THE AMOUNT \$3,473,000. TO THIS FIGURE WE ADDED \$327,000 TO PROVIDE FOR EQUIPMENT AND FURNITURE AND THE INSTALLATION OF A MINIMUM AMOUNT OF CONDUIT FOR A POSSIBLE EVENTUAL RADIAL AUDIO-VIDEO SYSTEM. NO PROVISION OF FUNDS IS BEING MADE AT THIS TIME FOR PURCHASES OR INSTALLATION OF ANY AUDIO-VIDEO SYSTEM PENDING FURTHER INVESTIGATION OF TECHNICAL AND EDUCATIONAL ASPECTS OF SUCH SYSTEMS.

SHOULD THE \$327,000 FIGURE PROVE INADEQUATE ADDITIONAL FUNDS WOULD OF NECESSITY BE OBTAINED FROM ANNUAL BUDGETS OR FROM A SUBSEQUENT BOND ISSUE.

THIS COMPROMISE HAS THE UNANIMOUS APPROVAL OF THE MEMBERS OF THE BOARD AND BECAME OFFICIAL BY THE ACTION OF THE BOARD ON JANUARY 29, 1964.

DEFENDANT AETNA'S EXHIBIT B
Proposed Minutes for Special Board
Meeting at Bedford Hills Elementary
School, January 29, 1964.

Dr. Russell offered the following resolution and moved its adoption:

Assuming, at the Special District Meeting being called on February 20, 1964, voter approval of Proposition No. 1, which approval would authorize the levy and collection of a tax in annual installments as a condition precedent to the adoption by the Board of Education of a bond resolution or bond resolutions in a total amount of \$4,050,000; and the Board of Education having agreed that bonds in said total amount will not be issued,

NOW, THEREFORE, be it

RESOLVED, that it is the present intention of the Board of Education as to Proposition No. 1: (a) to adopt a Bond Resolution at the Special Board Meeting on the evening of February 20, 1964, which would authorize the issuance of serial bonds of the School District pursuant to the Local Finance Law in an amount not to exceed \$3,800,000; and (b) not to adopt at any time a further or supplemental Bond Resolution which would authorize the issuance of bonds in an amount in excess of said \$3,800,000.

It is understood by the Board of Education that the foregoing resolution does not relate to Proposition No. 2 to be on the ballot at the said February 20th Special District Meeting, and assuming voter approval thereof, School District serial bonds will be authorized to be issued in an amount which will be in addition to the amount of bonds to be authorized to be issued for the purposes specified in Proposition No. 1.

The adoption of the foregoing resolution was seconded

DEFENDANT AETNA'S EXHIBIT B

by Mr. Lindeband and duly put to roll call, which
resulted in the following:

AYES: Van Alstburg, Russell, Mackety, Lindeband, Hart

NOES: (none)

The resolution was declared adopted.

Charles W. Fowler

DEFENDANT AETNA'S EXHIBIT B

Tuesday
March 17, 1964

Mr. E. J. Van Allsburg, President
Board of Education
130 Main Street
Mount Kisco, New York

Dear Mr. Van Allsburg:

Dr. Lynch informed me last evening that Mr. Carter had requested that the seal of the School District be delivered along with some other materials to Mr. Carter's office this afternoon for your use in signing certain contracts as Board President with the contractors to be employed under the Middle School and Track Bond Issues. Dr. Lynch also showed me a copy of a letter from The Architects Collaborative to Attorney Carter which demonstrates that the actual dollar cost under the proposed contracts to be signed today will amount to \$107,000.00 and not \$95,000.00 for the track.

As you know, the Board Bylaws place the School District Seal in the custody of the School District Clerk. I have not been present nor have I received the minutes of any meetings of the School Board where, by official or executive action, authorization has been given by Board resolution for entering into any contract or contracts for dollar amounts exceeding \$95,000.00 for a track. I am sure that you have probably consulted with other Board members and received their informal approval of this. I personally can not possibly see how this transaction can be consistent with either the bond issue vote of this district (which mandated a maximum cost for a track of \$95,000.00) or the New York State Education Law. However, it is not my position to question what must, I am sure, be consistent with the advice of our legal counsel.

My purpose in writing this letter is to establish my concern in releasing the School District Seal for official purposes which have not, to the best of my knowledge, been sanctioned by resolution of the Board of Education.

Sincerely yours,

Charles W. Fowler
Clerk of the Board

c.c. Dr. Charles O. Richter, Superintendent
Dr. W. Henry Russell, Vice President

DEFENDANT AETNA'S EXHIBIT B
THE ARCHITECTS COLLABORATIVE INC.

TAC

JEAN B. FLETCHER
NORMAN FLETCHER
WALTER GROPIUS
JOHN C. HARNESSE
BARBARA P. HARNESSE
LOUIS A. HOFFER
BENJAMIN THOMPSON

RICHARD BROOKER
ALEX CUVJANOVIC
HERBERT GALLAGHER
WILLIAM J. GEDDIS
PETER W. MORTON
R. MORSE PATRICK, JR.

ERNEST L. BIRDSALL
TREASURER

10 March 1964

Mr. Raymond A. Carter
Parker, Duryee, Benjamin, Zunino & Malone
One East 44th Street
New York 17, New York

Dear Ray:

In accordance with our discussion, I have drafted a letter to Mr. Fabrizio. I assume that this will be signed by you or Mr. Van Allsburg as President of the Board. In order to understand the numbers which back up this letter, I am enclosing a breakdown as follows:

Saving by using fill: 45,630 yards x \$1.00	\$ 45,630
Delete Archery and Informal Play Area	43,918
Delete Lower Play Area	47,707
Delete brick paving outside of buildings, but add in the cost of a better finish for the concrete slabs on which the brick paving was to have been placed	11,726
Delete Rip-rap on west side of pond at entrance	5,696
Delete elevator in Central Building, but leave in \$3,000 for elevator doors. An elevator shaft would remain for future possible installation	12,000
Delete three dumbwaiters, but leave shaft	10,000
Delete protective snow fencing around contractor area	<u>3,000</u>
Total Saving	\$179,677
Error in Fabrizio Bid	<u>\$171,000</u>
Credit to Owner	\$ 8,677

DEFENDANT AETNA'S EXHIBIT B

Mr. Raymond A. Carter

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10 March 1964

Change to revised Alternate No. 3 (including
a cash allowance for blasting of \$1,677 is now

\$107,677

Fabrizio bid on Alternate No. 3

99,000

Extra to Contractor

\$ 8,677

We have included the modified Alternate No. 3, because although it is higher than the base bid, it anticipates substantially less blasting. The inclusion of \$1,677 in Cash Allowance for blasting was obviously to balance out credits and debits.

If you have any questions, please give me a ring.

Very sincerely yours,

THE ARCHITECTS COLLABORATIVE

John C. Harkness
John C. Harkness

JCH:jcc

Approved this day of March 1964.

Witness:

FABRIZIO & MARTIN, INCORPORATED

By _____

President

Witness:

BOARD OF EDUCATION, CENTRAL SCHOOL
DISTRICT NO. 2 OF THE TOWNS OF
BEDFORD, NEW CASTLE, NORTH CASTLE
and POUND RIDGE, NEW YORK

By _____

President

DEFENDANT AETNA'S EXHIBIT B

CHANGE ORDER

Relating to Agreement between Fabrizio & Martin, as Contractor, and Board of Education, Central School District No. 2 of the Towns of Bedford, New Castle, North Castle and Pound Ridge, New York, as Owner, made this 17th day of March, 1964.

The following work is to be performed at the contract price of \$2,489,400.00 and without change in the price. The modifications listed herein change our agreement executed this 17th day of March, 1964, to the extent specified herein.

In lieu of developing the areas designated as Lower Playfield and Archery Area, the Contractor will obtain fill from the areas indicated as Playfields Nos. 1 & 2 (formerly included under Alternate No. 1). This area will be used as a borrow area for the development of the rest of the contract. If there is insufficient fill in the area or adjoining areas Owner will furnish fill as required to complete contract. If ledge or unsatisfactory material is encountered, the Owner will negotiate with a change order in accordance with the unit prices. The topsoil will be stripped and stockpiled at a location convenient for replacement at a later date by the Owner. The general area will be left rough-graded to generally level grades. Annexed hereto and marked Exhibits "A" and "B" (SD-2 and SD-3) are the drawings defining these areas.

Delete brick paving outside of buildings, but add in the cost of a better finish for the concrete slabs on which the brick paving was to have been placed.

Delete Rip-rap on West Side of Pond at Entrance.

Delete Elevator in Central Building, but leave Elevator Doors as specified.

Delete three dumbwaiters, but leave shaft openings to be sealed off with plywood panels to be set in the frames as described in the specifications.

Delete protective snow fencing around contractor area.

Edgar J. Van Alstine
Paul J. Feltz

DEFENDANT AETNA'S EXHIBIT B
FABRIZIO & MARTIN, Incorporated

Building Contractors

P. O. BOX 67 . . . 1082 R POST ROAD . . . DARIEN, CONN. 06821
 PHONE OLIVER 8-4400 • OLIVER 8-3828

COMPLETE FACILITIES FOR
 SCHOOLS, INSTITUTIONAL &
 COMMERCIAL BUILDING

JANUARY 9, 1964

BOARD OF EDUCATION
 BEDFORD CENTRAL SCHOOL DISTRICT NO. 2
 130 MAIN STREET
 MOUNT KISCO, NEW YORK

RE: MIDDLE SCHOOL
 BEDFORD, NEW YORK

GENTLEMEN:

PLEASE BE ADVISED THAT OUR BID PROPOSAL WAS IN ERROR AND WE ARE REQUESTING PERMISSION EITHER TO ADJUST THE ERROR OR TO WITHDRAW OUR BID WITHOUT PENALTY. THIS ERROR MAY BE IRRELEVANT SINCE WE ARE NOT THE LOW BIDDER ON THE BASE BID. HOWEVER, FOR THE RECORD, WE ARE REQUESTING THAT THIS ERROR BE CORRECTED.

OUR ESTIMATOR NEGLECTED TO CARRY THE BORROW FILL FROM THE WORK SHEETS TO THE PRICING RECAP SHEETS WHICH AMOUNTED TO 68,400 CUBIC YARDS @ \$2.50 PER CUBIC YARD. THE TOTAL SUM IS \$171,000.00 WHICH SHOULD BE ADDED TO THE BASE BID. THIS ERROR IS ALSO REFLECTED IN ALTERNATE #1 AS PART OF THIS FILL WOULD COME FROM PLAY FIELDS ONE AND TWO. OUR CORRECTED BASE BID SHOULD BE \$2,498,000.00.

WE TRUST THAT THE BOARD WILL CONSIDER OUR REQUEST AND THAT THEY ARE AWARE THAT DURING THE LAST HALF HOUR BEFORE BID TIME THERE ARE MANY BID CHANGES AND LAST MINUTE CALLS FROM SUB-CONTRACTORS AND THAT THERE IS QUITE A BIT OF CONFUSION. EVEN THOUGH OUR ESTIMATORS ARE GOOD ESTIMATORS, THEY ARE HUMAN.

SINCERELY YOURS,

FABRIZIO & MARTIN, INC.

Vincent Fabrizio

VINCENT FABRIZIO

VF:BB

CERTIFIED - RETURN RECEIPT REQUESTED

DEFENDANT AETNA'S EXHIBIT B
BEDFORD PUBLIC SCHOOLS
130 Main Street
Mount Kisco, New York

STUDY SESSION MINUTES OF THE BOARD OF EDUCATION
Tuesday, March 17, 1964

The Board of Education held a Study Session on Tuesday, March 17, 1964 at the home of E. J. Van Allsburg.

There were present: E. J. Van Allsburg, W. Henry Russell, Seymour J. Sindeband, Israel Machtey.

Also present were: Howard E. Lynch, Charles W. Fowler.

Absent: Charles O. Richter, Richard E. Hart.

1. The meeting was called to order at 8:50 p.m. by President Van Allsburg.
2. The Board discussed certain items in connection with the recruitment of a new superintendent of schools.
3. President Van Allsburg reported on the contract signing for the Middle School which took place that day. He read the Change Order which had been prepared. Mr. Sindeband requested that the Business Office provide the Board within a reasonable time a tabulation of the complete cost of the Middle School project.
4. It was reported that The Architects Collaborative hoped to have a project director appointed by next week.
5. Mr. Sindeband urged that as soon as possible a representative of TAC meet with the Board to outline the job layout for the Middle School construction project.
6. The Board of Education reviewed the proposed BOCES instructional services budget for 1964-1965 and agreed that the following items should be included and voted upon next Wednesday at the open meeting.

DEFENDANT AETNA'S EXHIBIT B

College Conference	\$ 679.00
Psychiatric Consultant	4,000.00
Driver Education Teacher	3,715.00
Special Education Class	
Above 50 I.Q. (Katonah)	40,500.00
Below 50 I.Q. (Yorktown)	9,150.00
Emotionally Disturbed (Yorktown)	23,000.00
Cerebral Palsy (Valhalla)	5,550.00
Vocational Classes	34,400.00
Transportation	18,000.00
	<u>\$139,294.00</u>

It was agreed that the Board reserve the right to request the addition of data processing within three weeks if it is deemed advisable.

During the discussion Mr. Sindeland raised a question as to the nature of the driver education program which the school district should employ. He stated that he felt that the program should be geared toward safety and not to teaching children to drive. He felt this was the responsibility of the parent or an outside group. It was agreed that the feasibility of the suggestion would be investigated and a report would be submitted to the Board.

7. The meeting adjourned at 11:30 p.m.

Respectfully submitted,

Charles W. Fowler
Charles W. Fowler
Clerk of the Board

DEFENDANT AETNA'S EXHIBIT C.
BEDFORD PUBLIC SCHOOLS
369 Lexington Avenue, Mount Kisco, New York

MEMORANDUM

To: Louis E. Yavner, Esq.
From: Charles W. Fowler
Date: March 8, 1966
Re: My Conversation with Dr. Charles Brind, Counsel to
the Commissioner of Education.

At your suggestion, I spoke today with Charles Brind, Counsel, concerning the necessity for meeting the requirements of the Bidding Law in connection with finishing the work left by Fabrizio & Martin in their state of default.

Dr. Brind offered the following opinions in this matter:

- a. If the bonding company were to take over and employ a contractor to finish the job, they would not be bound to follow municipal bidding procedures in the selection of said contractor unless our bond with them required this procedure (which apparently it does).
- b. If the School District itself were to seek a general contractor to finish the work, then the School District would be bound by the Bidding Law.
- c. If the School District chose to assume the work of the contractor itself and to employ the subcontractors already employed by Fabrizio & Martin to finish the job, together with the other tradesmen not provided under a subcontract, then we would not be subject to the Bidding Law.
- d. If the School District chose to act as general contractor and hire subcontractors other than those presently under contract to Fabrizio & Martin, then the School District would be bound by the Bidding Law.

He had no substantial suggestions to make in terms of the nature or extent of the specifications which we would be required to prepare. There was general assent to the idea of using the original specifications and asking contractors to bid on what they personally determined to be the work remaining at the present time. Everyone with whom I have discussed that approach has of course great reservations in terms of the ultimate cost of the project, whether it is recoverable from Fabrizio & Martin and the bonding company, or not.

DEFENDANT AETNA'S EXHIBIT D.

<u>Item No.</u>	<u>Claimant</u>	<u>Amount Paid</u>
1.	Accessory Specialties, Inc.	\$ 1,000.00
2.	Leonard C. Adams Co., Inc.	9,000.00
3.	Airotec, Inc.	181.00
4.	Bethlehem Steel Corp.	no payment
5.	Bradhurst Site Constr. Co.	no payment
6.	Builders Hardware, Inc.	15,705.90
7.	Builders Wood Flooring Co., Inc.	no payment
8.	Ceco Corp.	15,941.50
9.	County Iron Works of Westchester, Inc.	7,999.20
10.	R. Corcoran Glass Products, Inc.	3,175.00
11.	Diebold, Inc.	no payment
12.	Korok, The Enamel Products Co. - no payment, suit successfully defended	
13.	Elmer T. Hebert Corp.	6,834.25
14.	Jobin Associates	no payment
15.	Peter Gisondi & Co., Inc.	no payment
16.	Global Steel Products, Corp.	no payment
17.	Arthur Lorenzo & Sons, Inc.	612.86
18.	Daniel F. MacNamee & Co., Inc.	2,100.00
19.	L. J. McNeill Contracting Corp.	no payment
20.	Nuroco Woodwork, Inc.	1,465.17
21.	Plasticrete Corp.	5,323.00
22.	Julius Watsky, Inc.	16,130.00
23.	Westchester Testing Co.	no payment
24.	The J. G. Wilson Corp.	3,340.50
25.	Bedford Service Center	no payment
26.	V. Ciampi & Son, Inc.	1,638.00

DEFENDANT AETNA'S EXHIBIT D

<u>Item No.</u>	<u>Claimant</u>	<u>Amount Paid</u>
27.	Colonial Sand & Stone, Inc.	\$ 8,249.13
28.	Hanley Co.	3,000.00
29.	Hudson River Yards Corp.	1,350.65
30.	Fyr-Fyter Co.	no payment
31.	Milford Concrete Products	no payment
32.	New York Telephone Co.	no payment
33.	Norco Fuel Service, Inc.	no payment
34.	Port-O-San Corp.	148.00
35.	Chas. H. Schuman Co., Pyrofax Gas Corp.	2,880.95
36.	Rowen Leahy	no payment
37.	Stillwell Equipment Corp.	683.35
38.	Arthur J. Stucklen, Inc.	1,590.60
39.	Universal Builders Supply Co.	1,630.65
40.	Weatherguard Services	no payment
41.	Westchester Testing Co.	no payment
42.	Pioneer Fireproof Door Co.	998.00
43.	Port Chester Iron Works, Inc.	1,500.00
44.	Thermal Acoustics	no payment
45.	Westchester County, N.Y. Department of Social Services (Summit 2124)	998.00
46.	Westchester Industrial Insurance & Welfare Fund, Westchester County, N.Y. Building Laborers' Pension Fund (Summit 2124)	998.00
47.	Westchester Industrial Insurance & Welfare Fund, Westchester County, N.Y. Building Laborers' Pension Fund (Summit 2124)	998.00
48.	Westchester Industrial Insurance & Welfare Fund, Westchester County, N.Y. Building Laborers' Pension Fund (Summit 2124)	998.00
49.	Arrow Louver & Damper Corp.	in suit
50.	Ellicott-Brandt, Inc.	no payment
51.	San Marco Construction Corp.	no payment
		\$111,609.58

DEFENDANT AETNA'S EXHIBIT E.

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THE AETNA CASUALTY AND SURETY COMPANY
Hartford 15, Connecticut, No. 3 C 155003

CLAIM NO. 175C920 (Item 45)	BOND NO. S 38091 BC	CLASS	1ST NOTICE 9-11-64	PREM. ST. 06 Ct	PRODUCER Allied Realty	CODE 0110
PRINCIPAL Fabrizio and Martin, Inc. Darien, Connecticut			<input checked="" type="checkbox"/> LOSS <input type="checkbox"/> EXPENSE <input type="checkbox"/> SALVAGE		<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> ASSUMED <input type="checkbox"/> CO SURETY A <input type="checkbox"/> CEDED	
OBLIGEE Board of Education, Central School District No 2, Mount Kisco, New York			DATE 6-21-66		PAY \$523.45	

PAYABLE THROUGH THE
HARTFORD NATIONAL BANK AND TRUST COMPANY
HARTFORD, CONNECTICUT

TO THE ORDER OF Westchester County, N.Y. Carpenters' Welfare and Pension Funds (Local 1134)
Box 5 No. Station 600 No. Broadway
White Plains, New York

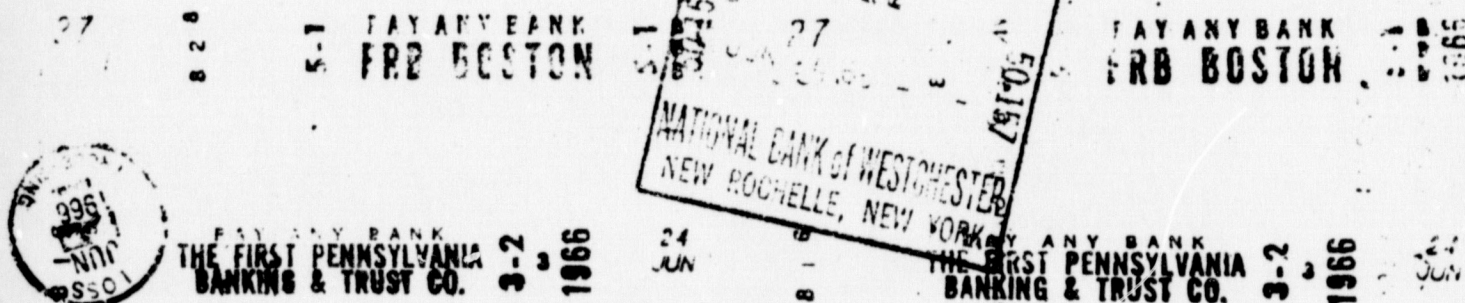
In full and final payment of all bond liability for furnishing of materials and labor for the Bedford Middle School Job.

JUN 28 1966
Michael J. Buckner
AUTHORIZED REPRESENTATIVE

1:0111003691: 018

0000052345

(S-1356-K) 8-63 PRINTED IN U.S.A.



FIELD COPY

RETAIN THIS COPY FOR FIELD USE.

No. 3 C 155003

CLAIM NO. 175C920 (Item 45)	BOND NO. S 38091 BC	CLASS	1ST NOTICE 9-11-64	PREM. ST. 06 Ct	PRODUCER Allied Realty	CODE 0110
PRINCIPAL Fabrizio and Martin, Inc. Darien, Connecticut			<input checked="" type="checkbox"/> LOSS <input type="checkbox"/> EXPENSE <input type="checkbox"/> SALVAGE		<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> ASSUMED <input type="checkbox"/> CO SURETY A <input type="checkbox"/> CEDED	
OBLIGEE Board of Education, Central School District No 2, Mount Kisco, New York			DATE 6-21-66		PAY \$523.45	

Westchester County, N.Y. Carpenters' Welfare and Pension Funds (Local 1134)
Box 5 No. Station 600 No. Broadway
White Plains, New York

In full and final payment of all bond liability for furnishing of materials and labor for the Bedford Middle School Job.

Michael J. Buckner
AUTHORIZED REPRESENTATIVE

DEFENDANT AETNA'S EXHIBIT E

REPORT ON LABOR AND MATERIAL CLAIM

☐ Preliminary Report
 ☒ Final Report

Claim No. A-75C-920 Principal FABRIS and Martin, Inc. Obligor Edward J. Fabris
 Item No. 45 Claimant Wolfe and Pomeroy, Inc. Address 1115 1st Ave. N.Y.C. 10017

1. Amount Claimed \$ 523.45
2. Nature of work or materials Wolfe and Pomeroy, Inc. for heat 1134
3. Claimant is a ☐ Subcontractor ☐ Materialman
4. Dun and Brad rating of Claimant if a Subcontractor _____
5. Furnished to ☒ Principal or to ☐ Subcontractor (Wolfe) used as fuel
6. Dates work performed or materials furnished - First 4/4/66 Last 5/4/66
7. Notice filed - Date 4/5/66 With Whom Altona CTS Description labor
8. Total value of all work or material from start of job as claimed. \$ _____
9. Credits allowed by Claimant for payments on account \$ _____
10. Credits allowed for returned materials, etc. \$ _____
11. Balance claimed by Claimant \$ 523.45
12. Additional credits claimed by Principal \$ _____
13. Additional items in dispute \$ _____
14. Balance admitted by Principal \$ 523.45
15. Were all payments made by Principal applied properly? _____
16. Are any items not covered by bond? _____
17. Outstanding bills of Claimant if a Subcontractor - list attached \$ _____
18. Are any maintenance guarantees to be furnished by Claimant? _____
19. Data examined Weekly payroll report of Walter J. Steward, Principal's payroll records
20. Remarks and Recommendations We recommend payment. Our attorney, Max Rosenberg has advised (letter 5/13/66) that we, under bond, are responsible for such figure incurred and removed with principal on 6/7/66. No overruns.

Report by

Michael J. Friedman
6/9/66

* Explain on separate sheet.

DEFENDANT AETNA'S EXHIBIT E

FILE NO. 63-3379	COUNTY Westchester	INVESTIGATOR Robert Semau
DEPARTMENT OF JURISDICTION Architects Collaborative		Bedford Central School Dist

State of New York - Department of Labor

CLAIM FOR WAGES FILED IN ACCORDANCE WITH SECTION 220-b OF THE LABOR LAW

NAME OF CLAIMANT Carpenters W & P Fund	HOME ADDRESS OF CLAIMANT PO Box 5 North Station, White Plains 600 No Broadway, North Castle
SOCIAL SECURITY NUMBER	
NAME OF PRIME CONTRACTOR FABRIZIO & MARTIN, Inc	ADDRESS OF PRIME CONTRACTOR 1082 Post Rd Darien, Conn.
NAME OF APPROVED SUBCONTRACTOR (IF ACTUAL EMPLOYER)	ADDRESS OF APPROVED SUBCONTRACTOR (IF ACTUAL EMPLOYER)

LOCATION OF PROJECT
FOX LAKE School, Bedford Central School District Bedford, N.Y.

NATURE OF CONTRACT New Middle School		ACTUALLY WORKED AS Carpenters																									
CLAIMANT CARRIED ON PAYROLL AS																											
STARTED WORK ON THIS JOB ON Feb 9 - 1966 - May 4 - 1966	EMPLOYMENT ENDED ON																										
BASIS FOR CLAIM																											
<input type="checkbox"/> A. NON-PAYMENT <input type="checkbox"/> B. UNDERPAYMENT <input type="checkbox"/> C. KICKBACK <input checked="" type="checkbox"/> D. ADD OR SUPPLEMENTS		<table border="1"> <tr> <th colspan="2">HOURLY WAGES Sup</th> <th colspan="2">TOTAL HOURS WORKED</th> </tr> <tr> <td>SPECIFIED IN CONTRACT FOR WORK ACTUALLY PERFORMED</td> <td>ACTUALLY RECEIVED</td> <td>REGULAR TIME</td> <td>OVERTIME</td> </tr> <tr> <td>.18 WEL. .20 Pension</td> <td>—</td> <td>1377 1/2</td> <td></td> </tr> <tr> <th colspan="2">TOTAL WAGES Sup.</th> <th colspan="2">WAGE DIFFERENTIAL CLAIMED</th> </tr> <tr> <td>EARNED WEL 247.95 PEN 275.50</td> <td>RECEIVED —</td> <td colspan="2">523.45</td> </tr> <tr> <td colspan="2">523.45</td> <td colspan="2"></td> </tr> </table>		HOURLY WAGES Sup		TOTAL HOURS WORKED		SPECIFIED IN CONTRACT FOR WORK ACTUALLY PERFORMED	ACTUALLY RECEIVED	REGULAR TIME	OVERTIME	.18 WEL. .20 Pension	—	1377 1/2		TOTAL WAGES Sup.		WAGE DIFFERENTIAL CLAIMED		EARNED WEL 247.95 PEN 275.50	RECEIVED —	523.45		523.45			
HOURLY WAGES Sup		TOTAL HOURS WORKED																									
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TOTAL WAGES Sup.		WAGE DIFFERENTIAL CLAIMED																									
EARNED WEL 247.95 PEN 275.50	RECEIVED —	523.45																									
523.45																											

SIGNATURE OF WITNESS Robert R. Semau	SIGNATURE OF CLAIMANT John J. [illegible]
CLAIM TAKEN BY Robert R. Semau	DATE 3-29-66

NOTE: If the employee wishes to withdraw his claim this section must be completed:

This is to certify that my employer, above named, has paid the total wages due, less deduction required by law, for the period claimed, to my complete satisfaction and, therefore, I withdraw this wage claim and direct that the Department of Labor take no further action thereon, and let the matter be closed.

WITNESS	CLAIMANT	DATE
---------	----------	------

REMARKS:

#45
Item added

DEFENDANT AETNA'S EXHIBIT E

4/6/66 Harold We have searched our files & found
 no evidence that we ever wrote a "fringe
 benefit" bond — However it may well be
 that this claim
 is being presented
 under our Payment Bond
 and we do not know New York State
 laws on this subject

HOWARD H. SCHRECKE
 COUNSELOR AT LAW
 175 MAIN STREET
 WHITE PLAINS, NEW YORK
 TEL. WHITE PLAINS 8-8800

May 4th, 1966

The Aetna Casualty and Surety Company
 Hartford 15, Connecticut

Re: Westchester County, N. Y. Carpenters
 Welfare and Pension Funds vs Fabrizio
 & Martin Incorporated.

Gentlemen:

I have been advised that your company has bonded
 Fabrizio & Martin Incorporated, of 1082 B. Post Road, Darien,
 Connecticut, to guarantee payment of wages and fringe bene-
 fits in connection with the construction of the Middle School
 in Bedford, New York.

This is to advise you that I represent the Trustees
 of the Westchester County, N. Y. Welfare and Pension Funds,
 and that said Welfare Fund has a claim for unpaid contribu-
 tions from February 3rd, 1966 through March 4th, 1966 in the
 amount of \$247.95, and the Pension Fund has a claim for \$275.50
 for the same period.

Would you kindly advise me what I have to do in order
 to obtain payment of said unpaid accounts.

Thank you for your anticipated courtesy and coopera-
 tion.

Very truly yours,

Howard H. Schrecke
 HOWARD H. SCHRECKE

HHS/eg

To HHS
 7/20/66
 added item #45

DEFENDANT AETNA'S EXHIBIT E

	Week Ending	Carpenter Hoops					
	2-4-66	2-11	2-18	2-25	3-4	Total	
Manna	14 50.93	35	35	14 1/2	35	133 1/2	
George Scroggie	14 48.07	35	28	14 1/2	35	126 1/2	
John Lang Jr.	14 50.54	35	35	21	28	133	
Frank Rizzaro	14 50.54	35	28	21	35	133	
Emuel Fontana	14 46.93	32	28	14 1/2	35	123 1/2	
Mont Ekstrand	14 50.54	35	28	21	35	133	
Alton Lund	14 50.54	35	28	21	35	133	
Alfonso Leland	14 55.86	35	35	28	35	147	
John Garze	14 55.86	35	35	28	35	147	
Brend Stepanek	14 53.20	35	35	21	35	140	
Robert E Jensen	10.64				28		
	523.45						
Totals	140	347	315	204 1/2	371	1377 1/2	

$1377 \frac{1}{2} \text{ hrs} @ .18 = \247.95
 $1377 \frac{1}{2} \text{ hrs} @ .20 = 275.50$
 Total Due \$523.45

DEFENDANT AETNA'S EXHIBIT E

WEEKLY PAYROLL REPORT FOR JOB STEWARD

WESTCHESTER COUNTY, N. Y., CARPENTERS' WELFARE & PENSION FUNDS

Box 5 No. Station — 600 No. Broadway, White Plains, N. Y. — 10603

Telephone: White Plains 8-5813

Employer's Name FABRIZO & MARTINAddress DARIEN CONN.Location of Job MIDDLE SCHOOL BEDFORD N.Y. Local Union No. 1134

NAME OF MEMBER	LOCAL No.	NUMBER OF HOURS WORKED						TOTAL HOURS
		MON	TUES	WED	THURS	FRI	SAT	
GEORGE SCERRATI	1134	X	7	7	7	7		✓ 28
JOHN LANG JR	1134	X	X	X	7	7		✓ 14
FRANK RIZZARD	1134	X	7	7	7	7		✓ 27½
DIONISIO FONTANA	1134	X	7	7	7	7		✓ 28
THEODORA A. GRIEDOR	260	7	7	7	7	7	✓	✓ 35
MATTHEW VINCIGURRA	1134	X	7	7	7	7		✓ 28
KARL EKSTRAND	746	X	7	7	7	7		✓ 28
CARLO COCCHIOLO	260	7	7	7	7	7	✓	✓ 35
THEODORA GRIEDOR SR	260	7	X	X	7	7	✓	✓ 21
ALTON LUND	350	X	7	7	3½	7		✓ 24½
THOM SELAND	493	7	7	7	7	7		✓ 36
JOHN GARZI	493	7	7	7	7	7		✓ 35
SUEND STEFANSEN	1704	X	7	7	7	7		✓ 28
								✓ 178½

pd this
Feb. 2
Brent pay on 3 mon
from 2.4. 260
K.

SHOP STEWARD	LOCAL No.	DATE JOB STARTED	WEEK ENDING		
George Scerrati	1134	MAY-15-65	MONTH	DAY	YEAR
		DATE JOB FINISHED	FEB	4	66

DEFENDANT AETNA'S EXHIBIT E

WEEKLY PAYROLL REPORT FOR JOB STEWARD

WESTCHESTER COUNTY, N. Y. CARPENTERS' WELFARE & PENSION FUNDS

Box 5 No. Station — 600 No. Broadway, White Plains, N. Y. — 10603

Telephone White Plains 3-6618

Employer's Name FABRIZO & MARTINAddress DARIEN CONNLocation of Job MIDDLE SCHOOL BEDFORD VY. Local Union No. 1134

NAME OF MEMBER	LOCAL NO.	NUMBER OF HOURS WORKED							TOTAL HOURS
		MON	TUES	WED	THURS	FRI	SAT		
1. <u>GEORGE SCERRATI</u>	<u>1134</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>		<u>✓ 35</u>	
2. <u>JOHN LANG JR</u>	<u>1134</u>	<u>7</u>	<u>7</u>	<u>X</u>	<u>7</u>	<u>7</u>		<u>✓ 28</u>	
3. <u>FRANK RIZZARO</u>	<u>1134</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>		<u>✓ 35</u>	
4. <u>DONALD MONTANA</u>	<u>1134</u>	<u>7</u>	<u>7</u>	<u>X</u>	<u>7</u>	<u>7</u>		<u>✓ 28</u>	
5. <u>MATTHEW VINCIGUARA</u>	<u>1134</u>	<u>7</u>	<u>7</u>	<u>X</u>	<u>7</u>	<u>7</u>		<u>✓ 28</u>	
6. <u>KARI EKSTRAND</u>	<u>746</u>	<u>7</u>	<u>7</u>	<u>X</u>	<u>7</u>	<u>7</u>		<u>✓ 28</u>	
7. <u>THEODORA GRIEDORA SR</u>	<u>260</u>	<u>X</u>	<u>X</u>	<u>7</u>	<u>7</u>	<u>7</u>		<u>out 21</u>	
8. <u>CARLO COCCHIOLO</u>	<u>D 260</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>		<u>out 35</u>	
9. <u>THEODORA GRIEDORA</u>	<u>D 260</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>		<u>out 35</u>	
10. <u>ALTON LUND</u>	<u>350</u>	<u>7</u>	<u>7</u>	<u>X</u>	<u>7</u>	<u>7</u>		<u>✓ 28</u>	
11. <u>THOM SELAND</u>	<u>493</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>		<u>✓ 35</u>	
12. <u>JOHN GARZI</u>	<u>493</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>		<u>✓ 35</u>	
13. <u>SVEND STEFANSEN</u>	<u>1704</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>		<u>✓ 35</u>	
14.									
15.								<u>406</u>	
16.									
17.									
18.									
19.									
20.									

thru Feb. 2nd

SHOP STEWARD <u>George Scerrati</u>	LOCAL NO. <u>1134</u>	DATE JOB STARTED <u>MAY-15-65</u>	DATE JOB FINISHED	WEEK ENDING MONTH <u>FEB</u>	DAY <u>18</u>	YEAR <u>66</u>
--	--------------------------	--------------------------------------	-------------------	------------------------------------	------------------	-------------------

DEFENDANT AETNA'S EXHIBIT E

WEEKLY PAYROLL REPORT FOR JOB STEWARD

WESTCHESTER COUNTY, N. Y., CARPENTERS' WELFARE & PENSION FUNDS

Box 5 No. Station — 600 No. Broadway, White Plains, N. Y. — 10603

Telephone White Plains 6-5019

Employer's Name FABRIZIO MARTINAddress DARIEN CONNLocation of Job MIDDLE SCHOOL BEDFORD N.Y. Local Union No 1134

NAME OF MEMBER	LOCAL NO.	NUMBER OF HOURS WORKED						TOTAL HOURS
		MON	TUES	WED	THURS	FRI	SAT.	
GEORGE SCERRATI	1134	7	7	7	7	7		35✓
JOHN LANG JR	1134	7	7	7	7	7		35✓
FRANK RIZZARO	1134	7	7	7	7	7		35✓
DIONIELO FONTANA	1134	7	7	7	7	7		35✓
THEODORA GRIEDAR	260	7	7	7	7	7	✓	35✓
MATTHEW VINCIGURRA	1134	7	7	4	7	7		32✓
KARL EKSTRAND	741	7	7	7	7	7		35✓
CARLO CACCHIOLO	260	7	7	7	7	7	✓	35✓
THEODORA GRIEDAR SR	260	7	7	7	7	7	out	35✓
ALTON LUND	350	7	7	7	7	7		35✓
THOM SELAND	493	7	7	7	7	7		35✓
JOHN GARZI	493	7	7	7	7	7		35✓
SVEND STEFANSEN	1704	7	7	7	7	7		35✓
								452✓

WEEK ENDING

DAY

WESTCHESTER COUNTY, N. Y., CARPENTERS' WELFARE & PENSION FUNDS

Box 5 No. Station — 600 No. Broadway, White Plains, N. Y. — 10603

Telephone: WHITE Plains 8-6019

Address DARIEN CONN

Address 1475 N. 10th St.
Location of Job Middle School Bedford N.Y.

Local Union No. 1134

[illegible]

DEFENDANT AETNA'S EXHIBIT E

WEEKLY PAYROLL REPORT FOR JOB STEWARD

WESTCHESTER COUNTY, N. Y. CARPENTERS' WELFARE & PENSION FUNDS

Box 5 No. Station — 800 No. Broadway, White Plains, N. Y. — 10603

Telephone White Plains 9-5618

Employer's Name FABRIZIO & MARTINAddress DARIEN CONN.Location of Job MIDDLE SCHOOL BEDFORD N.Y. Local Union No. 1134

	NAME OF MEMBER	LOCAL NO.	NUMBER OF HOURS WORKED							TOTAL HOURS
			MON	TUES	WED	THURS	FRI	SAT		
1	GEORGE SCERRATI	1134	7	7	7	7	7		✓ 35	
2	JOHN LANG JR	1134	7	7	7	7	7		✓ 35	
3	FRANK RIZZARO	1134	7	7	7	7	X		✓ 28	
4	DIONISIO FONTANA	1134	7	7	7	7	7		✓ 35	
5	MATTHEW VINICIGURRA	1134	7	7	7	7	7		✓ 35	
6	KARL EKSTRAND	746	7	7	7	7	7		✓ 35	
7	THEODORA GRIEDORA ^{FRANCO} A.I.	260	7	7	7	7	7	out paid in Connecticut	35	
8	CARLO CACCHIOLA	260	7	7	7	7	7	out paid in Connecticut	35	
9	THEODORA GRIEDORA ^{FRANCO} SR	260	7	7	7	7	7	out paid in Connecticut	35	
10	ALTON LUND	350	7	7	7	7	7		✓ 35	
11	THOM SELAND	493	7	7	7	7	7		✓ 35	
12	JOHN GARZI	495	7	7	7	7	7		✓ 35	
13	SPEND STEFANSEN	1204	7	7	7	7	7		✓ 35	
14	ROBERT E. JENSEN	1115	7	7	7	7	7		✓ 28	
15									476	
16	NO LEGER PAGE NO. JUST	THIS JOB CLOSED DOWN								
17	SOC- SEC. NO. 086-28-5094									
18	FORTHIS MAN									
19		Omit 3 men from 260								
20	Period Feb. 3 thru May 4	180 1/2								
SHOP STEWARD		LOCAL NO.	DATE JOB STARTED					WEEK ENDING		
George Scerrati		1134	MAY-15-65					137 1/2		
		DATE JOB FINISHED SHUT DOWN								
		MARCH-4-66								
		MONTH	DAY		YEAR					
		MAR	4		66					

DEFENDANT AETNA'S EXHIBIT E
STATE OF NEW YORK
DEPARTMENT OF LABOR

300 HAMILTON AVENUE
WHITE PLAINS, N.Y. 10601

HARRY P. QUINN
ASSISTANT INDUSTRIAL COMMISSIONER

April 5, 1966

Aetna Casualty & Surety Co.
Box 1890
Bridgeport, Conn.

Attention: Mr. Buckmir

Re- Fabrizio & Martin Inc.

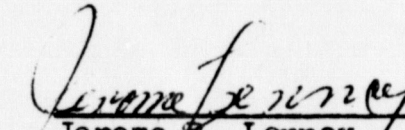
Gentlemen:

As you requested, I am enclosing photo copies of the following claims:

1. Westchester County Hod Carriers Funds
2. Westchester County Bricklayers Funds
3. Westchester County Carpenters Funds

If I can be of any further assistance, please do not hesitate to call.

Very truly yours,


Jerome B. Lenney
Senior Investigator

JBI/kc
Enc.

WH 81616

DEFENDANT AETNA'S EXHIBIT E

April 7, 1966

Mr. Jerome B. Lanney, Senior Investigator
State Of New York
Department Of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File Number: A7 SC 920
Fabrizio & Martin Inc.
Middle School
Bedford, New York
Bond Number: 7 S 38091 BC

This will acknowledge receipt of your letter of April 5, 1966 regarding the unpaid claims of the Westchester County Rod Carriers Funds, Westchester County Bricklayers Funds, and the Westchester County Carpenters Funds with Fabrizio & Martin, Inc., our principal on the above bond.

The bond furnished the Board Of Education, Central School District No. 2, is the Standard A.I.A. bond, and for the coverage provided we refer you to those forms.

We shall arrange for an early investigation of this matter. Meanwhile, since our present information is limited, you will appreciate that our attention to this should be considered without prejudice to the position of any party.

Very truly yours,

Michael J. Bucknir, Claim Representative

mjb/rsp

DEFENDANT AETNA'S EXHIBIT E

May 20, 1966

Howard H. Schrecke, Esq.
175 Main Street
White Plains, New York

Dear Sir:

File No. - A 7 SC 920
Fabrizio & Martin, Inc.
Middle School, Bedford, New York
Bond No. - 7 S 38091 BC

This is to acknowledge receipt of your letter of May 4, 1966 regarding the non-payment of Welfare and Pension Benefits of the Westchester County, New York Carpenters' Welfare and Pension Fund with Fabrizio & Martin, Inc., our Principal on the above bond.

The bond furnished the Board of Education, Central School District No. 2, is the standard A. I. A. bond, and for the coverage we refer you to those forms.

We shall arrange for an early investigation of this matter. Meanwhile, since our present information is limited, you will appreciate that our attention to this should be considered without prejudice to the position of any party.

Very truly yours,

Michael J. Buckmir, Claim Representative

MJB/em

DEFENDANT AETNA'S EXHIBIT E

June 13, 1966

Mr. Jerome B. Lenney, Senior Investigator
State of New York - Department of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File No. - A 7 SC 920
Bond No. - 7 S 380921 PC
Fabrizio & Martin, Inc.
Board of Education, Central School District No.2

Enclosed are the Release and Assignment forms in connection with the claim of the Westchester County New York Carpenters' Welfare and Pension Funds for Local 113.

Upon receipt of such properly signed by an authorized official or trustee of the Union, a draft in the amount of \$523.45 will be forwarded to the Union in satisfaction of its claim. Please see that the forms are dated and duly notarized. Four copies are provided. Kindly return three to me. One is for the Union records.

We have received, in addition to your Notice of Claim, a letter of representation from Howard H. Schrecke, Attorney-at-Law, 175 Main St., White Plains, New York. We trust that you will provide these forms to Attorney Schrecke for transmittal to the proper Union authorities.

Very truly yours,

Michael J. Bucknir, Claim Representative

MJB/em
Encs.

cc Howard H. Schrecke, Esq.
175 Main Street
White Plains, New York

Max Greenberg, Esq.
30 Vesey Street
New York, New York

Raymond Baldwin, Esq.
855 Main St., Bridgeport, Conn.

J.R.Walker, Atty.
Home Office

DEFENDANT AETNA'S EXHIBIT E

June 21, 1966

Mr. Jerome B. Lomney, Senior Investigator
State Of New York
Department Of Labor
300 Hamilton Avenue
White Plains, New York - 10601

Dear Sir:

A7 3C 920
Bond Number: 78 380921 BC
Fabrisio & Martin, Inc.
Board Of Education
Central School District No. 2

Enclosed is our draft in the amount of \$523.45 payable to the Westchester County, New York Carpenters Welfare and Pension Funds for Local 1134 in full satisfaction of its claim under the above captioned bond.

Very truly yours,

M. J. Backwir, Claim Representative

njb/rep
Enc.

cc: Max Greenberg, Esq.
30 Vesey Street
New York, New York - 10007

Raunond B. Levin, Esq.
855 Main Street
Bridgeport, Connecticut

Howard H. Schreck, Esq.
175 Main Street
White Plains, N.Y.

J. R. Walker, Atty. - H.O. Cl.

51

DEFENDANT AETNA'S EXHIBIT E
STATE OF NEW YORK
DEPARTMENT OF LABOR

300 HAMILTON AVENUE
WHITE PLAINS, N.Y. 10601
June 16, 1966

HARRY P. QUINN
ASSISTANT INDUSTRIAL COMMISSIONER

Mr. Michael Buckmir, Claim Representative
The Aetna Casualty and Surety Company
4675 Main Street, Box 1980
Bridgeport, Connecticut 06601

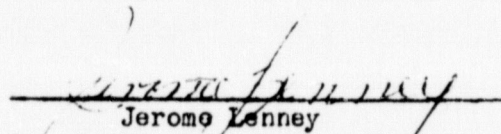
Dear Sir:

I am enclosing the Release and Assignment forms which have been properly executed.

Please make the drafts payable to the funds involved and mail them to me. I will then deliver same to the unions.

Thank you again for your courtesy and co-operation in this matter.

Very truly yours,


Jerome Lenney
Sr. Public Work Wage Investigator

Encl.
JL:ss

DEFENDANT AETNA'S EXHIBIT F.

THE AETNA CASUALTY AND SURETY COMPANY							
Hartford 15, Connecticut,							
CLAIM NO. A75C920(Item 46)	BOND NO. 7 S 38091 BC	CLASS	1ST NOTICE 9-11-64	PREM. ST 06 Ct	PRODUCER Allied Realty	8116	
PRINCIPAL Fabrizio and Martin, Inc. Darien, Connecticut			<input checked="" type="checkbox"/> LOSS <input type="checkbox"/> EXPENSE <input type="checkbox"/> SALVAGE		<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> ASSUMED <input type="checkbox"/> CO SURETY A <input type="checkbox"/> CEDED		
OBLIGEE Board of Education, Central School District No 2, Mount Kisco, New York			DATE 6-21-66		PAY \$594.17		
PAYABLE THROUGH THE HARTFORD NATIONAL BANK AND TRUST COMPANY HARTFORD, CONNECTICUT Westchester Hodcarriers Insurance and Welfare Fund, Westchester County N.Y. Building Laborers' Pension Fund (Local 511) 140 Mamaroneck Avenue White Plains, New York							
TO THE ORDER OF			IN FULL AND FINAL PAYMENT OF all bond liability for furnishing of materials and labor for the Bedford Middle School Job.				
			AUTHORIZED REPRESENTATIVE				
			000000594.17				

(S-1386-K) 5-63

PRINTED IN U.S.A.

ANY BANK	27 JUN
KB BOSTON	
100	100
24 66 96961	
THE COUNTY TRUST CO. OF N.Y.	
WHITE PLAINS	NEW YORK

ANY BANK	27 JUN
KB BOSTON	
100	100
24 66 96961	
THE COUNTY TRUST CO. OF N.Y.	
WHITE PLAINS	NEW YORK

FIELD COPY

RETAIN THIS COPY FOR FIELD USE.

No. 3c 155004

THE AETNA CASUALTY AND SURETY COMPANY							
Hartford 15, Connecticut,							
CLAIM NO. A75C920(Item 46)	BOND NO. 7 S 38091 BC	CLASS	1ST NOTICE 9-11-64	PREM. ST 06 Ct	PRODUCER Allied Realty	8116	
PRINCIPAL Fabrizio and Martin, Inc. Darien, Connecticut			<input checked="" type="checkbox"/> LOSS <input type="checkbox"/> EXPENSE <input type="checkbox"/> SALVAGE		<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> ASSUMED <input type="checkbox"/> CO SURETY A <input type="checkbox"/> CEDED		
OBLIGEE Board of Education, Central School District No 2, Mount Kisco, New York			DATE 6-21-66		PAY \$594.17		

Westchester Hodcarriers Insurance and
 Welfare Fund, Westchester County N.Y.
 Building Laborers' Pension Fund (Local 511)
 140 Mamaroneck Avenue
 White Plains, New York

IN FULL AND FINAL PAYMENT OF all
 bond liability for furnishing of
 materials and labor for the
 Bedford Middle School Job.

AUTHORIZED REPRESENTATIVE

DEFENDANT AETNA'S EXHIBIT F

REPORT ON LABOR AND MATERIAL CLAIM

☐ Preliminary Report☒ Final Report

Claim No. A75C920 Principal MARTIN AND MARTIN INC Obligor Board of Education
 Item No. 46 Claimant Weschester Heddenburg Insurance and Welfare Fund Address 140, Pleasant Street, N.Y.
Weschester County, N.Y. Building Fabricator White Plains, N.Y.

1. Amount Claimed \$ 594.17
2. Nature of work or materials Welfare and Pension Funds for Local 511
3. Claimant is a ☐ Subcontractor ☐ Materialman
4. Dun and Brad rating of Claimant if a Subcontractor _____
5. Furnished to ☐ Principal or to ☐ Subcontractor (Name) _____
6. Dates work performed or materials furnished - First Week ending 2-4-66 Last Week ending 3-4-66
7. Notice filed - Date 4/5/66 With Whom Aetna CTS Description Letter from Dept. of Labor
8. Total value of all work or material from start of job as claimed. \$ 594.17
9. Credits allowed by Claimant for payments on account \$ NA
10. Credits allowed for returned materials, etc. \$ NA
11. Balance claimed by Claimant \$ 594.17
12. Additional credits claimed by Principal \$ NA *
13. Additional items in dispute \$ none *
14. Balance admitted by Principal \$ 594.17
15. Were all payments made by Principal applied properly? _____ *
16. Are any items not covered by bond? _____ *
17. Outstanding bills of Claimant if a Subcontractor - list attached \$ _____ *
18. Are any maintenance guarantees to be furnished by Claimant? _____ *
19. Data examined Working Pay report of Union Job Record, Principal's payroll records. *
20. Remarks and Recommendations Our attorney, Mr. Greenberg, has advised that we are responsible for Union Welfare and Pension funds due. See his letter dated 5-15-66. His recommended payment of \$594.17, although figures discrepancy with Principal. His figures are actually slightly higher than amount claimed.

Report by M. J. Greenhouse

* Explain on separate sheet.

DEFENDANT AETNA'S EXHIBIT F

PRC 63-3379	COUNTY Westchester	INVESTIGATOR Robert R. Semans
DEPARTMENT OF JURISDICTION Architects Collaborative 63 Brattle St. Cambridge Mass.		

State of New York - Department of Labor

Supplements
CLAIM FOR WAGES FILED IN ACCORDANCE WITH SECTION 220-b OF THE LABOR LAW

NAME OF CLAIMANT Westchester County Building Laborers Fund	HOME ADDRESS OF CLAIMANT 140 MAMARONECK AVE WHITE PLAINS, N.Y.
SOCIAL SECURITY NUMBER	
NAME OF PRIME CONTRACTOR FABRIZIO & MARTIN, INC.	ADDRESS OF PRIME CONTRACTOR P.O. Box 67 DARIEN, Conn.
NAME OF APPROVED SUBCONTRACTOR IF ACTUAL EMPLOYER	ADDRESS OF APPROVED SUBCONTRACTOR IF ACTUAL EMPLOYER

LOCATION OF PROJECT
FOX LANE - BEDFORD School District - Bedford

NATURE OF CONTRACT New School Blding		ACTUALLY WORKED AS Laborers	
CLAIMANT CARRIED ON PAYROLL AS Laborers		HOURLY WAGES	
STARTED WORK ON THIS JOB ON Feb 3, 1966	EMPLOYMENT ENDED ON May 4, 1966	SPECIFIED IN CONTRACT FOR WORK ACTUALLY PERFORMED WELFARE. 27 Pension. 12	TOTAL HOURS WORKED REGULAR TIME OVERTIME
BASIS FOR CLAIM		TOTAL WAGES	
<input type="checkbox"/> A. NON-PAYMENT <input type="checkbox"/> B. UNDERPAYMENT <input type="checkbox"/> C. KICKBACK <input checked="" type="checkbox"/> D. ADD OR SUPPLEMENTS		EARNED WFL 411.35 PEN. 18.282	ACTUALLY RECEIVED —
		TOTAL WAGES SUPPLEMENTARY WAGE DIFFERENTIAL CLAIMED 594.17	

SIGNATURE OF WITNESS Robert R. Semans	SIGNATURE OF CLAIMANT Albert P. Daddazio
CLAIM TAKEN BY Robert R. Semans	TITLE Office Manager
	DATE 4-4-66

NOTE: If the employee wishes to withdraw his claim this section must be completed:

This is to certify that my employer, above named, has paid the total wages due, less deduction required by law, for the period claimed, to my complete satisfaction and, therefore, I withdraw this wage claim and direct that the Department of Labor take no further action thereon, and let the matter be closed.

WITNESS	CLAIMANT	DATE
---------	----------	------

REMARKS:

Item 46 added
H.S. 4/10/66

RECEIVED
N. Y. STATE DEPT OF LABOR

MAR 24 1966

BUREAU OF PUBLIC WORK
WHITE PLAINS, N. Y.

FOR HODCARRIERS, BUILDING AND COMMON LABORERS
WESTCHESTER HODCARRIERS INSURANCE AND WELFARE FUND
WESTCHESTER COUNTY, N. Y. BUILDING LABORERS' PENSION FUND
 140 Mamaroneck Avenue, White Plains, N. Y. White Plains 8 2700

TOTAL HOURS 1,523.50

$\Delta H_{\text{f}}^{\circ}(\text{C}_6\text{H}_6) = 120 \text{ kJ mol}^{-1}$, $\Delta H_{\text{f}}^{\circ}(\text{H}_2\text{O}) = -182.82$

March 4, 1966

PAYROLL WEEK ENDING DATE

מילר

Audited by and
Receipt mailed

The seller warrants that he is not making this sale in accordance with the New York State Disability Law.

DEFENDANT AETNA'S EXHIBIT F

WEEKLY PAYROLL REPORT FOR JOB STEWARD **RECEIVED**

FOR HODCARRIERS, BUILDING AND COMMON LABORERS
 WESTCHESTER HODCARRIERS INSURANCE AND WELFARE FUND
 WESTCHESTER COUNTY, N. Y. BUILDING LABORERS' PENSION FUND

FEB 14 1966

140 Mamaroneck Avenue, White Plains, N. Y. White Plains 8-2700

Employer's Name

FABRIZIO & MARTIN

WESTCHESTER HODCARRIERS INSURANCE & WELFARE FUND

Address

1082 R POST ROAD DARIEN CONN

Location of Job

MIDDLE SCHOOL BEDFORD

Local Union No. 511

NAME OF MEMBER	LOCAL NO.	NUMBER OF HOURS WORKED						TOTAL HOURS
		MON.	TUES.	WED.	THURS.	FRI.	SAT.	
1. HELLER MATTHIAS	511	7	7½	7	7	7	2	✓ 37½
2. WEST ALLEN	511	7	7	7	7	7	x	✓ 35
3. PETER MC KENNIA	511	7½	7½	7½	7½	7½	x	✓ 37½
4. ROCCO PLANETTA	511	7	7	7	7	7	x	✓ 35
5. ELIJAH J COLIER	511	7	7	7	7	7	x	✓ 35
6. JOSEPH DIAGROSA	77	7	7	7	7	7	x	✓ 35
7. GIL SOUZIA	77	7	7	7	7	7	x	✓ 35
8. WILLIAM BERGEMANN	77	7	7	7	7	7	x	✓ 35 34
9. SHISLOM LOUIS	77	7	7	7	7	7	x	✓ 35
10.								

SHOP STEWARD

LOCAL NO.

JOB STARTED

DATE

WEEK ENDING

JOB FINISHED

511

2/9/66

DEFENDANT AETNA'S EXHIBIT F

WEEKLY PAYROLL REPORT FOR JOB STEWARD

FOR HODCARRIERS, BUILDING AND COMMON LABORERS
 WESTCHESTER HODCARRIERS INSURANCE AND WELFARE FUND
 WESTCHESTER COUNTY, N. Y. BUILDING LABORERS' PENSION FUND
 140 Mamaroneck Avenue, White Plains, N. Y. White Plains 8-2700

Employer's Name FABRIZIO & MARTIN INC.
 Address 1082 R Post ROAD DARIEN Conn
 Location of Job MIDDLE SCHOOL BEDFORD N.Y. Local Union No. 511

NAME OF MEMBER	LOCAL NO.	NUMBER OF HOURS WORKED						TOTAL HOURS
		MON.	TUES.	WED.	THURS.	FRI.	SAT.	
HELLER MATTHIAS	511	7	7	7	7	7	2	✓37
WEST ALLEN	511	7	7	X	7	7	X	✓28
PETER MC KENNIA	511	7	7	7	7	7	✓	✓37
ROCCO PINETTA	511	7	7	7	7	7	X	✓35
ELIJAH J COLIER	511	7	7	7	7	7	X	✓35
ALFRED ROMANO	511	X	7	7	X	X	X	✓14
ANTHONY CONTRINO	511	X	7	7	X	X	X	✓14
LEVI HLSTON	511	X	7	7	X	X	X	✓14
JOSEPH DIAGROSA	77	7	7	7	7	7	X	✓35
GIL SOUZA	77	7	7	7	7	7	X	✓35
SHILOM LOUIS	77	7	7	7	7	7	X	✓35
WILLIAM BERGEMANN	77	7	7	7	7	7	X	✓35
PHILIP FRIIOLI	77	X	7	7	X	X	X	✓14
4								
5								
6								
7								
8								
9								
10								
11								

SHOP STEWARD

LOCAL NO.

JOB STARTED

DATE

WEEK ENDING

all lines 511 7/1/51 7/1/51

DEFENDANT AETNA'S EXHIBIT F

WEEKLY PAYROLL REPORT FOR JOB STEWARD

RECEIVED

FOR HODCARRIERS, BUILDING AND COMMON LABORERS
 WESTCHESTER HODCARRIERS INSURANCE AND WELFARE FUND
 WESTCHESTER COUNTY, N. Y. BUILDING LABORERS' PENSION FUND
 140 Mamaroneck Avenue, White Plains, N. Y. White Plains 8-2700

FEB 24 1966

Employer's Name

FABRIZIO E MARTIN INC

Address

1082 R Post ROAD DARIEN CONN

Location of Job

MIDDLE SCHOOL BEDFORD, NY

Local Union No. 511

NAME OF MEMBER		LOCAL No.	NUMBER OF HOURS WORKED							TOTAL HOURS
			MON.	TUES.	WED.	THURS.	FRI.	SAT.		
1	HELLER MATTHIAS	511	7	X	7	7	7	2	31	30
2	WEST ALLEN	511	7	X	7	7	7	X	28	28
3	DETER MCKENNA	511	7½	X	7½	7½	7½	X	30	30
4	ROCCO PANEHA	511	7	X	7	7	7	X	28	28
5	ELIJAH J COLIER	511	7	X	7	7	7	X	28	28
6	ALFRED ROMANO	511	7	X	7	7	7	X	28	28
7	ANTHONY CONTRINO	511	7	X	7	7	7	X	28	28
8	LEVI ALSTON	511	7	X	7	7	7	X	28	28
9	JOSEPH DIAGROSA	77	7	X	7	7	7	X	28	28
10	GIL SOUZA	77	7	X	7	7	7	X	28	28
11	SHISLON LOUIS	77	X	X	7	7	7	X	21	21
12	WILLIAM BERGEMANN	77	7	X	7	7	7	X	28	28
13	PHILIP FRAIOLI	77	7	X	7	7	7	X	28	28
14										
15										
16										
17										
18										
19										
20										
SHOP STEWARD		LOCAL No.	JOB STARTED		DATE		WEEK ENDING			
Thia		511	NIGHT		2/24/66		2/24/66			

DEFENDANT AETNA'S EXHIBIT F

WEEKLY PAYROLL REPORT FOR JOB STEWARD

RECEIVED

FOR HODCARRIERS, BUILDING AND COMMON LABORERS
 WESTCHESTER HODCARRIERS INSURANCE AND WELFARE FUND
 WESTCHESTER COUNTY, N. Y. BUILDING LABORERS' PENSION FUND

MAR 15 1966

140 Mamaroneck Avenue, White Plains, N. Y. White Plains 8-2700 WESTCHESTER HODCARRIERS
 INSURANCE & WELFARE FUND

Employer's Name

FABRIZIO & MARTIN INC

Address

1082 R POST ROAD DARIEN CONN

Location of Job

MIDDLE SCHOOL BEDFORD CT Local Union No. 511

NAME OF MEMBER	LOCAL NO.	NUMBER OF HOURS WORKED						TOTAL HOURS
		MOR.	TUES.	WED.	THURS.	FRI.	SAT.	
HELLER MATTHIAS	511	7	7	7	7	7	2	✓37
WEST ALLEN	511	7	7	7	7	X	X	35 28
PETER MCKENNA	511	7	7	7	7	7	X	✓37
BOCCO PIANETTA	511	7	7	7	7	7	X	35
ELIJAH J COLLIER	511	7	7	7	7	7	X	35 1/2
ALFRED ROMANO	511	X	X	X	7	7	X	14 13
ANTHONY CONTRINO	511	X	X	X	7	7	X	14 13
LEVI ALSTON	511	X	X	X	7	7	X	14 13
JOSEPH DIAGROSA	77	7	X	X	7	7	X	28 21
GIL SOUZIA	77	7	7	7	7	7	X	35 34 1/2
SHISLON LOUIS	77	7	7	7	7	7	X	35 34
WILLIAM BERGEMANN	77	7	7	7	7	7	X	35 34
PHILIP FRITOLI	77	X	X	X	X	7	X	7 6
14								
15								
16								
17								
18								
19								
20								
SHOP STEWARD	LOCAL NO.	JOB STARTED		DATE		WEEK ENDING		
Matthias Heller	511	JOB FINISHED				3/2/66		

DEFENDANT AETNA'S EXHIBIT F

WEEKLY PAYROLL REPORT FOR JOB STEWARD **RECEIVED**

FOR HODCARRIERS, BUILDING AND COMMON LABORERS

WESTCHESTER HODCARRIERS INSURANCE AND WELFARE FUND

WESTCHESTER COUNTY, N. Y. BUILDING LABORERS' PENSION FUND

MAR 15 1966

140 Maindronck Avenue, White Plains, N. Y. White Plains 8-2700

WESTCHESTER HODCARRIERS
INSURANCE & WELFARE FUND

Employer's Name

FABRIZIO & MARTIN INC

Address

1082 R Post Road DARIEN CONN

Location of Job

MIDDLE SCHOOL BEDFORD NY Local Union No

	NAME OF MEMBER	LOCAL NO.	NUMBER OF HOURS WORKED							TOTAL HOURS
			MON	TUES	WED	THURS	FR	SAT		
1	HELLER MATTHIAS	511	X	X	X	7	7		14	
2	WEST ALLEN	511	X	X	X	7	7	14	15	
3	PETER MCKENNA	511	X	X	X	7	7	15	14	
4	POOCCO PINETTA	511	X	X	X	7	7		14	
5	ELIJAH J COLIER	511	X	X	X	7	7		14	
6	JOSEPH DIAGROSA	77	X	X	X	7	7		14	
7	GIL SOUZA	77	X	X	X	7	7		14	
8	SHISLON LOUIS	77	X	X	X	7	7		14	
9	WILLIAM BERGEMANN	77	X	X	X	7	7		14	

10

SHOP STEWARD

LOCAL NO

JOB STARTED

DATE

WEEK ENDING

Matthias Heller

511

JOB FINISHED

JOB CLOSED DOWN

3 / 9 / 66

DEFENDANT AETNA'S EXHIBIT F
STATE OF NEW YORK
DEPARTMENT OF LABOR

300 HAMILTON AVENUE
WHITE PLAINS, N.Y. 10601

HARRY P. QUINN
ASSISTANT INDUSTRIAL COMMISSIONER

April 5, 1966

Aetna Casualty & Surety Co.
Box 1890
Bridgeport, Conn.

Attention: Mr. Buckmir

Re- Fabrizio & Martin Inc.

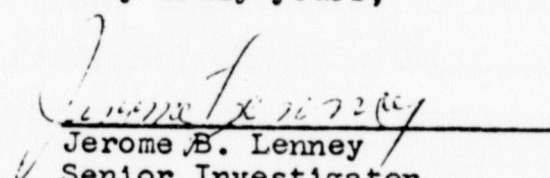
Gentlemen:

As you requested, I am enclosing photo copies of the following claims:

1. Westchester County Hod Carriers Funds
2. Westchester County Bricklayers Funds
3. Westchester County Carpenters Funds

If I can be of any further assistance, please do not hesitate to call.

Very truly yours,


Jerome B. Lenney
Senior Investigator

JBL/kc
Enc.

Section 2206 of Labor Law

DEFENDANT AETNA'S EXHIBIT F

April 7, 1966

Mr. Jerome B. Larney, Senior Investigator
State Of New York
Department Of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File Number: A7 SC 920
Fabrisio & Martin Inc.
Middle School
Bedford, New York
Bond Number: 7 S 38091 RC

This will acknowledge receipt of your letter of April 5, 1966 regarding the unpaid claims of the Westchester County Rod Carriers Funds, Westchester County Bricklayers Funds, and the Westchester County Carpenters Funds with Fabrisio & Martin, Inc., our principal on the above bond.

The bond furnished the Board Of Education, Central School District No. 2, is the Standard A.I.A. bond, and for the coverage provided we refer you to those forms.

We shall arrange for an early investigation of this matter. Meanwhile, since our present information is limited, you will appreciate that our attention to this should be considered without prejudice to the position of any party.

Very truly yours,

Michael J. Bucknir, Claim Representative

mjb/rsp

DEFENDANT AETNA'S EXHIBIT F

June 13, 1966

Mr. Jerome B. Lannay, Senior Investigator
State of New York - Department of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File No. - A 7 SC 920
Bond No. - 7 S 380921 NC
Febrizio & Martin, Inc.
Board of Education, Central School District No. 2

Enclosed are the Release and Assignment forms in connection with the claim of the Westchester Red Carriers Insurance and Welfare Fund and Westchester County New York Building Laborers Pension Fund for Local 511.

Upon receipt of such properly signed by an authorized official or trustee of the Union, a draft in the amount of \$594.17 will be forwarded to the Union in satisfaction of its claim. Please also see that the forms are dated and duly notarized. Four copies are provided. Kindly return three to us. One is for the Union's records.

Very truly yours,

Michael J. Bucknir, Claim Representative

MJB/em
Enc.

cc Max Greenberg, Esq.
30 Vesey Street
New York, New York

Raymond Baldwin, Esq.
855 Main Street
Bridgeport, Connecticut

J. R. Walker, Atty.
Home Office

DEFENDANT AETNA'S EXHIBIT F

June 21, 1966

Mr. Jerome B. Lenney, Senior Investigator
State Of New York
Department Of Labor
300 Hamilton Avenue
White Plains, New York - 00601

Dear Sir:

A7 50 920
Bond Number: 73 3'0921 HC
Fabrizio & Martin, Inc.
Board Of Education
Central School District No. 2

Enclosed is our draft in the amount of \$594.17 payable to the Westchester
Rod Carriers Insurance & Welfare Fund in Westchester County, New York
and Builders & Laborers Pension Fund for Local 511, in full satisfaction
of its claim under the above captioned bond.

Very truly yours,

Michael J. Succair, Claim Representative

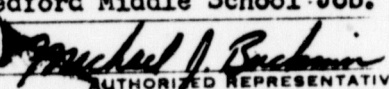
ajb/rsp
Enc.

cc: Max Greenberg, Esq.
90 Vesey Street
New York, New York - 10007

Raymond Baldwin, Esq.
855 Main Street
Bridgeport, Connecticut

J. R. Walker, Atty. - H.O.

DEFENDANT AETNA'S EXHIBIT G.

THE AETNA CASUALTY AND SURETY COMPANY				No. 3C 155006		51-44 111
Hartford 15, Connecticut, -						
CLAIM NO. 17SC920 (Item 47)	BOND NO. 7'S 38091 BC	CLASS	1ST NOTICE 9-11-64	PREM. ST. 06 Ct	AGENCY Allied Realty	CODE 0110
PRINCIPAL Fabrizio and Martin Inc. Darien, Conn.			<input checked="" type="checkbox"/> LOSS <input type="checkbox"/> EXPENSE <input type="checkbox"/> SALVAGE		<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> ASSUMED <input type="checkbox"/> CO SURETY A <input type="checkbox"/> CEDED	
OBLIGEE Board of Education, Central School District No 2, Mount Kisco, New York			DATE 6-30-66		PAY \$956.15	
PAYABLE THROUGH THE HARTFORD NATIONAL BANK AND TRUST COMPANY HARTFORD, CONNECTICUT Westchester Bricklayers Insurance and Welfare Fund, Westchester Bricklayers Pension Fund for Local 27 220 Ferris Avenue White Plains, New York			IN SATISFACTION OF In full and final payment of all bond liability for furnishing of materials and labor for the Bedford Middle School Job.  AUTHORIZED REPRESENTATIVE			
TO THE ORDER OF			JUL 26 1966 DRAFT PAYMENT			
			10111003690 018 0000095615			

15-1356-K1 5-63

PRINTED IN U.S.A.

5-1 PAY ANY BANK 26 101

95615

PAY ANY BANK, P.E.S.

JUL 22 1966 10001

THE COUNTY TRUST COMPANY
WHITE PLAINS NEW YORK

5-1 PAY ANY BANK 26 101

95615

PAY ANY BANK, P.E.S.

JUL 22 1966 10001

THE COUNTY TRUST COMPANY
WHITE PLAINS NEW YORK

FIELD COPY

RETAIN THIS COPY FOR FIELD USE.

No. 3C 155006

CLAIM NO. 17SC920 (Item 47)	BOND NO. 7'S 38091 BC	CLASS	1ST NOTICE 9-11-64	PREM. ST. 06 Ct	AGENCY Allied Realty	CODE 0110
PRINCIPAL Fabrizio and Martin Inc. Darien, Conn.			<input checked="" type="checkbox"/> LOSS <input type="checkbox"/> EXPENSE <input type="checkbox"/> SALVAGE		<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> ASSUMED <input type="checkbox"/> CO SURETY A <input type="checkbox"/> CEDED	
OBLIGEE Board of Education, Central School District No 2, Mount Kisco, New York			DATE 6-30-66		PAY \$956.15	

Westchester Bricklayers Insurance and
 Welfare Fund, Westchester Bricklayers
 Pension Fund for Local 27
 220 Ferris Avenue
 White Plains, New York

IN SATISFACTION OF
 In full and final payment of all
 bond liability for furnishing of
 materials and labor for the
 Bedford Middle School Job.


 AUTHORIZED REPRESENTATIVE

DEFENDANT AETNA'S EXHIBIT G

REPORT ON LABOR AND MATERIAL CLAIM

☐ Preliminary Report ☒ Final Report
 Claim No. A75C920 Principal FABRIZIO AND MARTIN INC Obligor Board of 1 CENTRAL SCOTIEN District #2, AETNA, NY
 Item No. 47 Claimant Westchester Bricklayers Local 27 Address _____

1. Amount Claimed \$ 1205.10
2. Nature of work or materials Welfare and Pension Funds for Local 27 Westchester Bricklayers
3. Claimant is a ☐ Subcontractor ☐ Materialman
4. Dun and Brad rating of Claimant if a Subcontractor _____
5. Furnished to ☐ Principal or to ☐ Subcontractor (Name) _____
6. Dates work performed or materials furnished - First 2/4/66 Last 5/4/66
7. Notice filed - Date 4/5/66 With Whom AETNA CTS Description _____
8. Total value of all work or material from start of job as claimed. \$ 956.15
9. Credits allowed by Claimant for payments on account \$ _____
10. Credits allowed for returned materials, etc. \$ _____
11. Balance claimed by Claimant \$ 1205.10
12. Additional credits claimed by Principal \$ _____ *
13. Additional items in dispute \$ 248.95 *
14. Balance admitted by Principal \$ 956.15
15. Were all payments made by Principal applied properly? yes *
16. Are any items not covered by bond? no *
17. Outstanding bills of Claimant if a Subcontractor - list attached \$ _____ *
18. Are any maintenance guarantees to be furnished by Claimant? _____ *
19. Data examined Wally's report of job started, Principal's report, Union records. *
20. Remarks and Recommendations We recommend payment of 956.15. Principal's records show only 1471 hours against 1854 hours claimed. Amount of 248.95 represents past shortage but principal's records show payment of 159.30 (956.15 - 248.95) and 796.79 (159.30 + 637.49) to Union.

Report by Michael J. Bushman

* Explain on separate sheet.

John
6/1/66

DEFENDANT AETNA'S EXHIBIT G

13-3379	COUNTY WESTCHESTER	INVESTIGATOR ROBERT SEMANS
DEPARTMENT OF JURISDICTION Architects Co (AGAT's) Conn - Bedford Central School Dist.		

State of New York - Department of Labor

CLAIM FOR WAGES FILED IN ACCORDANCE WITH SECTION 220-b OF THE LABOR LAW

NAME OF CLAIMANT WESTCHESTER Archtecture Inc + Welfare Fund Pension Fund Adm. P. A. Pachima	HOME ADDRESS OF CLAIMANT 220 Ferris Ave White Plains, N.Y.
SOCIAL SECURITY NUMBER	
NAME OF PRIME CONTRACTOR Fazio & Martin, Inc	ADDRESS OF PRIME CONTRACTOR 1082 Astor Rd. Darien Conn.
NAME OF APPROVED SUBCONTRACTOR (IF ACTUAL EMPLOYER)	ADDRESS OF APPROVED SUBCONTRACTOR (IF ACTUAL EMPLOYER)

LOCATION OF PROJECT
Fox Lane School Bedford Central School Dist. Bedford, N.Y.NATURE OF CONTRACT
NEW Middle School

CLAIMANT CARRIED ON PAYROLL AS

ACTUALLY WORKED AS

STARTED WORK ON THIS JOB ON
May 5, 1965EMPLOYMENT ENDED ON
Mar 5, 1966

BASIS FOR CLAIM

☐
☐
☐
☒

A. NON-PAYMENT

B. UNDERPAYMENT

C. KICKBACK

D. ADD OR SUPPLEMENTS

HOURLY WAGES

TOTAL HOURS WORKED

SPECIFIED IN
CONTRACT FOR
WORK ACTUALLY
PERFORMED
.35 WELF
.30 PENACTUALLY
RECEIVEDREGULAR TIME
1854

OVERTIME

TOTAL WAGES

WAGE DIFFERENTIAL
CLAIMEDEARNED
WELF 648.40
PEN 556.20
TOT 1205.10

RECEIVED

1205.10

SIGNATURE OF WITNESS

ROBERT SEMANS

SIGNATURE OF CLAIMANT

Pachima

Funds
Administrator

CLAIM TAKEN BY

ROBERT SEMANS

TITLE

Pay Wage Investigator

DATE

3-29-66

NOTE: If the employee wishes to withdraw his claim this section must be completed:

This is to certify that my employer, above named, has paid the total wages due, less deduction required by law, for the period claimed, to my complete satisfaction and, therefore, I withdraw this wage claim and direct that the Department of Labor take no further action thereon, and let the matter be closed.

WITNESS	CLAIMANT	DATE
---------	----------	------

REMARKS:

Item #7 added
H.C. 5/26/66

161
331
287
350
1129
349

1854

Feb 4 470.58 4685
Feb 4 403.35 4686
873.83

DEFENDANT AETNA'S EXHIBIT G

WEEKLY PAYROLL REPORT
FOR BRICKLAYERS, MASONS, PLASTERERS AND CEMENT FINISHERS
WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, New York Tel. ROCKwell 1-3600

Social Security No.	Name of Employee	Total Hours	Please Indicate Job Location by City, Town or Village
1.	Vincent Baratta	24	
2.	Paid	14	16 650
3.			
4.	James Frimiano	387	
5.	Paid	1964	1304 8482
6.			
7.	Robert More	8881	
8.	Paid	846	481 2763
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

IF MORE FORMS
ARE NEEDED,
CHECK HERE

☐

Note →

May 20, 1965 thru
April 30, 1967

Total Hours →

1894

Welfare Fund @ 35¢ per Hour →

\$ 648.90

Pension Fund @ 30¢ per Hour →

\$ 568.20

Kindly make a separate
check for each fund.

Submitted by

PAYROLL ~~ENDING~~ DATE May 3, 1965 to May 3, 1966

We warrant the above Statement to be true and Correct

Fabrisio & Martin, Inc.

Name of Employer

1002 Post Rd.

Street Address

Berlin

City

Conn.

Zone

State

Signed By

Title

Do Not Write in These Spaces—For Office Use

Total Hours

Number of
men employed

Total Welfare

Total Pension

Audited by and
Receipt mailed

This original copy and remittance to be made weekly, not later than Thursday of the week following the closing of the payroll. Remittance must be made by two checks, one payable to the WESTCHESTER BRICKLAYERS INSURANCE and WELFARE FUND, and the other to the WESTCHESTER BRICKLAYERS PENSION FUND.

Note → Unless a member works a required number of hours within a specified period of time he and his qualifying dependents will not be eligible for benefits.

DEFENDANT AETNA'S EXHIBIT G

WEEKLY PAYROLL REPORT
 FOR BRICKLAYERS, MASONS, PLASTERERS AND CEMENT FINISHERS
WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND
 220 Ferris Avenue, White Plains, New York Tel. ROckwell 1-3600

Social Security No	Name of Employee	Please Indicate Job Location by City, Town or Village		
1	J. Ritchie	10		
2	Paid	7	3	195
3				
4	Antonio Rivera	10		
5	Paid	7	3	195
6				
7	John Belluso	284		
8	Paid	21	74	4.85
9				
10	Salvatore Russo	9		
11	Paid	7	2	1.36
12				
13	Henry Caracciolo	7314		
14	Paid	7304	1	65
15				
16	Everett Cantanese	501		
17	Paid	474	27	12.55
18				
19	Giovanni Mastro	776		
20	Paid	596	180	114.00

IF MORE FORMS
ARE NEEDED,
CHECK HERE

Note

May 20, 1965 thru
April 30, 1967

Total Hours →

Welfare Fund @ 35¢ per Hour → 5

Pension Fund @ 30¢ per Hour → 5

Kindly make a separate
check for each fund

Submitted by

We warrant the above Statements to be true and Correct

Fabrizio & Martin, Inc.

Name of Employer

1808 Post Rd.

Street Address

Berlin

Conn.

City

Zone

State

Signed By

Title

PAYROLL ~~WEEK-END~~ DATE May 5, 1965 to May 5, 1966

Do Not Write in These Spaces—For Office Use

Total Hours

Number of
men employed

Total Welfare

Total Pension

Audited by and
Receipt mailed

The original copy and remittance to be made weekly not later than Thursday of the week following the closing of the payroll.
Remittance must be made by two checks, one payable to the WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE
FUND, and the other to the WESTCHESTER BRICKLAYERS PENSION FUND

Unless

DEFENDANT AETNA'S EXHIBIT G

WEEKLY PAYROLL REPORT

FOR BRICKLAYERS, MASONS, PLASTERERS AND CEMENT FINISHERS

WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE FUND

WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, New York

Tel. ROCKwell 1-3600

Social Security No	Name of Employee	Please Indicate Job Location by City, Town or Village		
1	Marco Lo Penna	9		
2	Paid	7	2	1.30
3				
4	Stephen Mastantuono	8		
5	Paid	7	1	1.65
6				
7	Louis Gennola	37 1/2		
8	Paid	28	24	6.17
9				
10	Joseph Cantofante	101		
11	Paid	35	66	12.90
12				
13	Anthony De Noto	24		
14	Paid	7	24	1.63
15				
16	M. Ferrerese	49		
17	Paid	28	21	13.65
18				
19	Domenick Messore	223		
20	Paid	70	153	22.15

IF MORE FORMS
ARE NEEDED,
CHECK HEREMay 20, 1965 thru
April 30, 1967Total Hours →
Welfare Fund @ 35¢ per Hour → 5
Pension Fund @ 30¢ per Hour → 5Killed or Disabled
Check in column

Submitted by

We warrant the above Statement to be true and Correct

Fabrizio & Martin, Inc.

Name of Employer

1062 First Road

Street Address

Barion

City

Zone

Conn

State

Signed By

Title

PAYROLL PERIOD ENDING DATE May 5, 1965 to March 5, 1966

Do Not Write in These Spaces-For Office Use

Total Hours

Number of
men employed

Total Welfare

Total Pension

Audited by and
Receipt mailed

This original copy and remittance to be made weekly, not later than Thursday of the week following the closing of the payroll.
Remittance must be made by two checks, one payable to the WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE FUND, and the other to the WESTCHESTER BRICKLAYERS PENSION FUND.

Note → Unless a member works a required number of hours within a specified period of time he and his qualifying dependents will not be eligible for benefits.
Note: Employer's Contribution is made weekly for all members.

DEFENDANT AETNA'S EXHIBIT G

WEEKLY PAYROLL REPORT

FOR BRICKLAYERS, MASONS, PLASTERERS AND CEMENT FINISHERS
WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND
 220 Ferris Avenue, White Plains, New York Tel. ROckwell 1-3600

Social Security No	Name of Employee	Please Indicate Job Location by City, Town or Village		
1	Albert Romano	1014		
2	Paid	836 $\frac{1}{2}$	377 $\frac{1}{2}$	245.37
3				
4	Andrew Scarpati	977		
5	Paid	827	150	97.50
6				
7	Joseph Piacante	1013		
8	Paid	853 $\frac{1}{2}$	159 $\frac{1}{2}$	103.65
9				
10	J. Santifani	7 $\frac{1}{2}$		
11	Paid	None	7 $\frac{1}{2}$	4.38
12				
13	D. Vaccarelli	12		
14	Paid	7	5	8.25
15				
16	Pasquale Venditti	10		
17	Paid	7	3	1.95
18				
19	Joseph Rossi	10		
20	Paid	7	3	1.75

MORE FORMS
 ARE NEEDED.
 CHECK HERE



May 20, 1965 thru
 April 30, 1967

Total Hours →

@ 35¢

@ 30¢

Submitted by

PAYROLL WEEK-ENDS DATE May 5, 1965 to Mar. 5, 1966

We warrant the above Statement to be true and Correct

Febrizio & Martin, Inc.
 Name of Employer

1062 Post Road
 Street Address

Darien **Conn.**
 City State

Signed By

Title

Do Not Write in These Spaces--For Office Use

Total Hours

Number of
 men employed

Total Welfare

Total Pension

Audited by and
 Receipt mailed

Note → Unless a member works a required number of hours within a specified period of time he will not be eligible for benefits. Therefore, it is necessary that members in your employ in Westchester and Putnam Counties be advised of this requirement.

DEFENDANT AETNA'S EXHIBIT G

WEEKLY PAYROLL REPORT

FOR BRICKLAYERS, MASONS, PLASTERERS AND CEMENT FINISHERS

WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE FUND

WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, New York Tel. ROckwell 1-3600

Social Security No	Name of Employee	Please Indicate Job Location by City Town or Village		
1	Ray Falanga	24 1/2		
2	Paid	12	12 1/2	8 13
3				
4	Fred Fusco	13 1/2		
5	Paid	7	6 1/2	4 23
6				
7	Willie McHare	36		
8	Paid	35	1	65
9				
10	Thomas Altieri	71		
11	Paid	63	8	520
12				
13	Frank Figuera	19 1/2		
14	Paid	7	12 1/2	8 13
15				
16	Paul Pagliocca	67		
17	Paid	56 1/2	10 1/2	683
18				
19	A. Rada	59 1/2		
20	Paid	42	17 1/2	1138

IF MORE FORMS
ARE NEEDED,
CHECK HERE☐May 20, 1965 thru
April 30, 1967

Total Hours ➔

35

30

Submitted by

We warrant the above Statement to be true and Correct

F. Brisio & Martin, Inc.

Name of Employer

1062 Post Road

Street Address

Derion

City

Conn.

Zone

State

Signed By

Title

PAYROLL WEEK-ENDING DATE May 5, 1965 to Mar. 5, 1966

Do Not Write in These Spaces-For Office Use

Total Hours

Number of
men employed

Total Welfare

Total Pension

Audited by and
Receipt mailed

Due to the fact that the insurance to be paid is weekly, it is necessary that the employer's contribution be made weekly for all members in your employ in Westchester and Putnam Counties regardless of their Local Union affiliation or residence address.

Note ➔ Unless a member works a required number of hours within a specified period of time he and his qualifying dependents will not be eligible for benefits. Therefore, it is necessary that your Employer's Contribution is made weekly for all members in your employ in Westchester and Putnam Counties regardless of their Local Union affiliation or residence address.

DEFENDANT AETNA'S EXHIBIT G

WEEKLY PAYROLL REPORT

FOR BRICKLAYERS, MASONS, PLASTERERS AND CEMENT FINISHERS

WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE FUND

WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, New York Tel. RObkwell 1-3600

Serial Security No.	Name of Employee			Please Indicate Job Location by City, Town or Village
1	Louis Varco	1084		
2				
3	Paid	920	164	
4	Pasquale Nardone	7891		
5				
6	Paid	758	311	
7				
8	August Nero	642		
9				
10	Paid	536		
11		56	56	
12	Kenneth Rohrs	732		
13				
14	Paid	628	154	
15				
16	Philip Rissi	244		
17				
18	Paid	14	104	
19				
20	Joseph Bossi	164		
	Paid	14	24	

IF MORE FORMS
ARE NEEDED,
CHECK HERE



May 20, 1965 thru
April 30, 1967

Total Hours →

358

308

Submitted by

We warrant the above Statements to be true and Correct

Fabrisio & Martin, Inc.
Name of Employer

1082 Quet Rd.
Street Address

Darlev
City

Conn.
State

Signed By

Title

PAYROLL ~~WEEK ENDING~~ DATE May 5 to March 5, 1966

Do Not Write in These Spaces—For Office Use

Total Hours

Number of
men employed

Total Welfare

Total Pension

Audited by and
Receipt mailed

Note → Unless a member works a required number of hours within a specified period of time he and his qualifying dependents will not be eligible for benefits. Therefore, it is necessary that your Employer's Contribution is made weekly for all members in your employ in Westchester and Putnam Counties regardless of their Local Union affiliation or residence address.

DEFENDANT AETNA'S EXHIBIT G
STATE OF NEW YORK
DEPARTMENT OF LABOR

300 HAMILTON AVENUE
WHITE PLAINS, N.Y. 10601

HARRY P. QUINN
ASSISTANT INDUSTRIAL COMMISSIONER

April 5, 1966

Aetna Casualty & Surety Co.
Box 1890
Bridgeport, Conn.

Attention: Mr. Buokmir

Re- Fabrizio & Martin Inc.

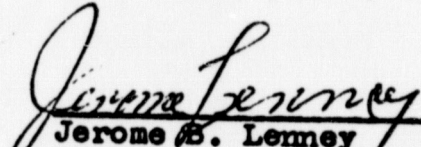
Gentlemen:

As you requested, I am enclosing photo copies of the following claims:

1. Westchester County Hod Carriers Funds
2. Westchester County Bricklayers Funds
3. Westchester County Carpenters Funds

If I can be of any further assistance, please do not hesitate to call.

Very truly yours,


Jerome B. Lemmey
Senior Investigator

JBL/ko
Enc.

Section 2206 of labor law

DEFENDANT AETNA'S EXHIBIT G
THE AETNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY
HARTFORD, CONNECTICUT 06115

June 13, 1966

Mr. Jerome B. Lannoy, Senior Investigator
State of New York - Department of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File No. - A 7 SC 920
Bond No. - 7 8 380921 EC
Fabrizio & Martin, Inc.
Board of Education, Central School District No.2

This is to confirm our recent phone conversation on the claim of the Westchester Bricklayers Insurance and Welfare Fund and the Westchester Bricklayers Pension Fund.

I am unable to resolve the issues at hand because the supporting papers provided by the Union have been inadequate. I suggest that the Union provide me with the weekly time sheets in a similar fashion as did the Carpenters & Laborers Unions.

Very truly yours,

Michael J. Buckmir, Claim Representative

MJB /cm
Encs.

cc Max Greenberg, Esq.
30 Vesey Street
New York, New York

Raymond Baldwin, Esq.
855 Main Street
Bridgeport, Conn.

DEFENDANT AETNA'S EXHIBIT G
THE AETNA CASUALTY AND SURETY COMPANY
THE STANDARD FIRE INSURANCE COMPANY
HARTFORD, CONNECTICUT 06115

June 13, 1966

Mr. Jerome B. Lannay, Senior Investigator
State of New York - Department of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File No. - A 7 30 920
Bond No. - 7 S 320921 BC
Fabrisio & Martin, Inc.
Board of Education, Central School District No.2

This is to confirm our recent phone conversation on the claim of the Westchester Bricklayers Insurance and Welfare Fund and the Westchester Bricklayers Pension Fund.

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Very truly yours,

Michael J. Rackmir, Claim Representative

MJB /cm
Encs.

cc Max Greenberg, Esq.
30 Vesey Street
New York, New York

Raymond Baldrin, Esq.
855 Main Street
Bridgeport, Conn.

DEFENDANT AETNA'S EXHIBIT G

June 13, 1966

Mr. Jerome B. Lannay, Senior Investigator
State of New York - Department of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File No. - A 7 SC 920
Bond No. - 7 S 380921 BC
Fabrizio & Martin, Inc.
Board of Education, Central School District No.2

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Very truly yours,

Michael J. Backmir, Claim Representative

MJB /cm
Encs.

cc Max Greenberg, Esq.
30 Vesey Street
New York, New York

Raymond Baldwin, Esq.
855 Main Street
Bridgeport, Conn.

J.R.Walker, Atty.
Home Office

DEFENDANT AETNA'S EXHIBIT G

June 13, 1966

Mr. Jerome B. Lannay, Senior Investigator
State of New York - Department of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File No. - A 7 SC 920
Bond No. - 7 S 380921 EC
Fabrizio & Martin, Inc.
Board of Education, Central School District No. 2

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Very truly yours,

Michael J. Rockmir, Claim Representative

MJB /cm
Encs.

cc Max Greenberg, Esq.
30 Vesey Street
New York, New York

Raymond Baldwin, Esq.
855 Main Street
Bridgeport, Conn.

J.R.Walker, Atty.
Home Office

DEFENDANT AETNA'S EXHIBIT G

June 13, 1966

Mr. Jerome B. Lantry, Senior Investigator
State of New York - Department of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File No. - A 7 30 920
Bond No. - 7 8 380921 EC
Fabricio & Martin, Inc.
Board of Education, Central School District No.2

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I am unable to resolve the issues at hand because the supporting papers provided by the Union have been inadequate. I suggest that the Union provide me with the weekly time sheets in a similar fashion as did the Carpenters & Laborers Unions.

Very truly yours,

Michael J. Rackmair, Claim Representative

MJB /cm
Encs.

cc Max Greenberg, Esq.
30 Vesey Street
New York, New York

Raymond Baldwin, Esq.
855 Main Street
Bridgeport, Conn.

J.R.Walker, Atty.
Home Office

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer FRANZIO & MARTIN Week of MAY 5
 Address of Employer 1082 A-1st St Box 67 DANVILLE CALIF.
 Location of Job FOX LAKE ILL. S. Jurisdiction IL Hourly Rate \$ 5.50
CITY, TOWN or VILLAGE Union's No. (Per Hour)

Name of Supervisor		Level	Total hours Worked
D. DILOCCA		83	29
1 R. LEONE		83	37 1/2
2 G. DI NOTA		83	16 1/2
3 A. DI NOTA		51	9 1/2
4 J. FAJOLI		83	7
5 A. MORO		83	37 1/2

Name of Steward BOB MORO

Use this card on jobs with 5 men or less. Mail immediately
 following week ending period.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Year Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. ROckwell 1-3800

Payroll week ending date JUNE 2Name of Employer FABRIZIO & MARTIN DARIEN CONN.Location of Job FOX LANE Highschool Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman	No. of Locals	Total hours worked
1	R. LEONE ✓ Foreman	83	34 1/2
2	Deputy "		
3	J. FRAIOLI ✓	83	17 1/2
4	P. NORDONE ✓	83	22 1/2
5	A. REDA ✓	83	10
6	A. VENDETTO ✓	83	10
7	A. FERRARESE ✓	83	10
8	V. BARRETTA ✓	83	12
9	J. ROSSI ✓	83	10
10	G. DINOTA ✓	83	10
11	D. VACCARELLI ✓	780	12
12	F. FIGHERA ✓	780	12
13	J. RICCIE ✓	780	10
14	A. RIVERA ✓	48	10
15	J. SANTIFANI ✓	27	7 1/2
16	R. MORO ✓	27	34 1/2
17			
18			
19	PAYROLL WK. Ending <u>JUNE 2</u>		
20			
21	R. LEONE	83	38
22	R. MORO	27	31
23	P. NORDONE	83	9 1/2
24	A. REDA	83	9 1/2
25			

Shop Steward's Name Robert MoroAddress 167 S. HIGHLAND AVE OSSINING Tel. No. RD. 2-1064

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your job and to the union. Therefore, the above information must be correct. Whenever possible please suggest to members that they keep their pay envelopes for future reference.

DEFENDANT AETNA'S EXHIBIT G


PLEASE PRINT

Name of Employer FABRIZIO & MARTIN Week ending JULY 4
 Address of Employer 1082 R. Post-Rd Box 67 DARIEN CONN
 Location of Job FOX LAKE H.S. Jurisdiction 27 Hourly Rate \$ 5.10
CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman		Local	Total hours Worked
1	J. FRAIOLI	83	35
2	R. MORO	27	35 1/2
3			
4			
5			

Name of Steward ROBERT MORO

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

 2M 12 64

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Your Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. ROckham 1-3600

Payroll week ending date JULY 14Name of Employer FABRIZIO & MARTINLocation of Job FOX LAKE H.S. Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman	No. of Local	Total hours worked
1	R. LEONE ✓ Foreman	83	35
2	Deputy "		
3	J. FRAIOLI ✓	83	40
4	P. NARDONE ✓	83	39 1/2
5	P. PAGLIACCA ✓	83	15
6	J. CENTOFANTI ✓	27	15
7	W. MCHARE ✓	27	15
8	R. MORO ✓	27	41
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

Shop Steward's Name Robert MoroAddress 167 S. HIGHLAND AVE Ossining Tel. No RO2-1064

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be sealed in every week, because of its vital importance to you, the members on your job and to the union. Therefore, the above information must be correct. Whenever possible please suggest to members that they keep their pay envelopes for future reference.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Morris Avenue, White Plains, N. Y. Rockwell 1-3800

Payroll week ending date JULY 21 '65Name of Employer FABRIZIO & MARTINLocation of Job FOX LANE H.S. Hourly Rate \$ 5.60

	Name of Journeyman	No. of Local	Total hours worked
1	R. LEONE Foreman	83	28
2	Deputy "		
3	R. MORO	27	35
4	J. CENTOFANTI	27	35
5	J. FRAJOLI	83	33
6	P. NARDONE	83	14 1/2
7	P. PAGLIUCCA	83	14 1/2
8	W. McHARE	27	14
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
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20			
21			
22			
23			
24			
25			

RECEIVED

IN 27 N. Y. DISTRICT
JULY 21 1965
JULY 21 1965
JULY 21 1965Shop Steward's Name Robert MoroAddress 167 S. Highland Ave Ossining Tel. No RO 2-1064

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you the members on your job and to the union. Therefore, the above information must be correct. Whenever possible please suggest to members that they keep their pay envelope for future reference.

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer Fabrizio + Martin Week ending 7/28/65Address of Employer Darius Corp.Location of Job Fort Lane School Jurisdiction 27 Hourly Rate \$ 3

CITY, TOWN or VILLAGE			Local's No.	(Per Hour)
Name of Journeyman			Local	Total hours Worked
1	<u>Robert Smith</u>		<u>23</u>	<u>35</u>
2	<u>John K. Smith</u>		<u>27</u>	<u>32</u>
3	<u>William K. Smith</u>		<u>27</u>	<u>28</u>
4	<u>William K. Smith</u>		<u>27</u>	<u>15</u>
5	<u>William K. Smith</u>		<u>27</u>	<u>14</u>

Name of Steward James J. Smith

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer Fabrizio & Martin Week ending 8/4/61Address of Employer 1022 West 4th Danica Conn.Location of Job Fox Lane School Jurisdiction 27 Hourly Rate \$ 5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

	Name of Journeyman	Local	Total hours Worked
1	<u>Ralph Linn</u>	<u>83</u>	<u>35</u>
2	<u>L. Varro</u>	<u>27</u>	<u>35</u>
3	<u>H. Caracciolo</u>	<u>27</u>	<u>34</u>
4	<u>P. Cuzzullo</u>	<u>27</u>	<u>35</u>
5	<u>A. Romano</u>	<u>83</u>	<u>35</u>

Name of Steward Louis Varro

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

PLEASE PRINT

Name of Employer Fabrizio & Martin Week ending 8/4Address of Employer 1282 West Rd. Danica Conn.Location of Job Fox Lane School Jurisdiction 27 Hourly Rate \$ 5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

	Name of Journeyman	Local	Total hours Worked
1	<u>A. Scarpato</u>	<u>83</u>	<u>8</u>
2	<u>J. Piacenti</u>	<u>83</u>	<u>21</u>
3			
4			
5			

Name of Steward L. Varro

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

DEFENDANT AETNA'S EXHIBIT G

Employer FABRIZIO MARTIN Week ending Aug. 11
 Address of Employer 1082 R. POST Rd. Box 67 DARTMOUTH
 Location of Job FOX LAKE H.S. Jurisdiction 27 Hourly Rate \$5.60

S. MASTANTUNO	83	8
S. MUSCOLINO	83	12 1/2
P. NARDONE	83	23
P. PAGLIUCCA	83	8 1/2
A. REDA	83	5

Robert More

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

PLEASE PRINT
 Name of Employer FABRIZIO MARTIN Week ending Aug. 11
 Address of Employer 1082 R. POST Rd. Box 67 DARTMOUTH
 Location of Job FOX LAKE H.S. Jurisdiction 27 Hourly Rate \$5.60
 CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman	Local	Total hours Worked
1. <u>M. FERRARESE</u>	<u>83</u>	<u>12 1/2</u>
2. <u>J. FRAIOLI</u>	<u>83</u>	<u>14 1/2</u>
3. <u>B. MORO</u>	<u>27</u>	<u>23</u>
4. <u>T. ALTIERI</u>	<u>27</u>	<u>14 1/2</u>
5.		

Name of Steward Robert More

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer Fabrizio Martin Week ending 8/11/68

Address of Employer 1282 Post Rd. Maricopa, Ariz.

Location of Job For Lane School Jurisdiction 27 Hourly Rate \$ 5.60

CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman	Local	Total hours Worked
1 R. Leone	83	35
2 L. Varco	27	35
3 H. Caracciolo	27	35
4 A. Romana	83	35
5 P. Cuzzo BAO	27	35

Name of Steward Louis Varco

Use this card on jobs with 5 men or less. Mail immediately following week ending period. 34 12-64

PLEASE PRINT

Name of Employer Fabrizio Martin Week ending 8/11/68

Address of Employer 1082 Post Rd. Maricopa, Ariz.

Location of Job For Lane School Jurisdiction 27 Hourly Rate \$

CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman	Local	Total hours Worked
1 F. Caracciolo	83	35
2 J. Piacenti	83	35
3		
4		
5		

Name of Steward Louis Varco

Use this card on jobs with 5 men or less. Mail immediately following week ending period. 34 12-64

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer FABRIZIO & MARTIN Week ending C 8

Address of Employer 1092 R. Post Rd - Box 47 DARTMOUTH

Location of Job Box LANG H.S. Jurisdiction 27 Hourly Rate \$5.60
CITY, TOWN OR VILLAGE Local's No. (Per Hour)

Name of Employee	Local	Total hours Worked
1 <u>J. FRANKLIN</u>	<u>23</u>	<u>38</u>
2 <u>P. NARDONE</u>	<u>23</u>	<u>35 1/2</u>
3 <u>J. ALTIERI</u>	<u>27</u>	<u>35 1/2</u>
4 <u>B. MORO</u>	<u>27</u>	<u>38</u>
5		

Name of Steward Robert Moro

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

SM 12-64

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF N.Y. N. Y.WESTCHESTER BECKLAYSERS INSURANCE & WELFARE FUND
WESTCHESTER BECKLAYSERS PENSION FUND

250 Park Avenue, White Plains, N. Y. 10606

Payroll week ending date 8/15/65 and 8/22/65Name of Employer Fabrizio & Martin 1982 BldgLocation of Job East Lake School Hourly Rate \$ 5.60

	Name of Journeyman	Position	W	T
1	Ralph Leone	Foreman	83	70
2		Deputy		
3	Louis Vares		27	70
4	H. Garamiolo		27	70
5	P. Cuzzetta		27	70
6	H. Roman		83	70
7	H. Borspatis		83	70
8	J. Piccinetti		83	70
9	H. Vinciguerra		27	56
10	A. Netro		83	56
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Shop Steward's Name Louis P. VaresAddress 116 E. Pearl Ave. White Pl. Tel. No. 6-8961Make two copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your job and to the union. Therefore, the above information may be correct. Whenever possible please suggest to members that they keep their pay envelopes for future reference.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N.Y.

WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND

WESTCHESTER BRICKLAYERS PENSION FUND

220 Fazio Avenue, White Plains, N. Y. 10606

Payroll week ending date 049 25Name of Employer FABRIZIO & MARTINLocation of Job FOX LANE H.S. Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman		No. of Hours	Total Hours Worked
1	J. FRAIOLI	Foreman	83	40 1/2
2		Deputy	83	
3	BOB MORO		83	33 1/2
4	P. NARDONE		83	40 1/2
5	T. ALTIERI		27	21
6	S. MOSCOLINO		83	9
7	A. FALZONE		780	13 1/2
8	P. FUSCO		780	13 1/2
9	P. RIZZO		780	13 1/2
10	J. BELLVONA		780	9 1/2
11	S. ROSSO		780	9
12	M. LOFENA		83	9
13	J. BASSO		780	9
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Shop Steward's Name Robert MorroAddress 167 S. Highland Ave Ossining Tel. No. 92-1064

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your job and to the union. Therefore, the above information must be correct. Whenever possible please suggest to members that they keep their pay envelopes for future reference.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND320 Paris Avenue, White Plains, N. Y. 10606
Payroll week ending date Sept. 4/65Name of Employer Fabrizio & Marini 1000 1st St. Rd
Location of Job Fishers Lake Hourly Rate \$ 5.00
(City, Town or Village)

	Name of Journeyman	No. of Days	Total hours worked
1	R. Leone	83	35
2	Deputy		
3	L. Varco	27	35
4	R. Casaricola	27	35
5	A. Rana	83	35
6	A. Scarpati	83	35
7	J. Piacente	27	35
8	A. Vassignera	83	35
9	T. Noto	27	38
10	P. Cuzzullo		
11			
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Shop Steward's Name L. VarcoAddress 5 Park St. E. W. P. Tel. No. 68961

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicates for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your job and to the union. Therefore, the above information must be correct. Whenever possible please suggest to members that they keep their pay envelopes for future reference.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Your Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Forks Avenue, White Plains, N. Y. ROckwell 1-3800

Payroll week ending date SEPT. 1 1965Name of Employer FABRIZIO & MARTIN
Address of Employer 1082 R. Post Rd Box 67 HAJEN
Location of Job BOX LANE H.S. Hourly Rate \$ 9.60
(City, Town or Village)

	Name of Journeyman	No. of Hours	Total hours worked
1	J. FRAIGLI Foreman	83	39
2	Deputy		
3	R. MORO	27	39
4	P. NARDONE	83	39
5	J. BELLVONO	780	11
6	P. RIZZO	180	11
7	R. FALZANE	780	11
8	L. PAPELE	83	21
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Shop Steward's Name Robert Moro
Address 167 S Highland Ave Ossining Tel. No. RO 2-1064Make TWO copies - Mail the original to the fund office before Saturday
noon. Keep duplicate for your local union's records.This shop steward's report should be mailed in every week, because of its vital importance
to you, the members on your job, and to the union. Therefore, the above information must be
checked. Whenever possible please suggest to members that they keep their pay envelopes
for 1 year.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Town, County or City)

WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Fortis Avenue, White Plains, N. Y. 10605

Payroll week ending date Sept. 8/65

Name of Employer Fabrizio & Martin 1082 Pk. 2

Location of Job Fordham School Hourly Rate \$ 5.62
(City, Town or Village)

	Name of Journeyman	No. of Hours	Total Hours Paid
1	Ralph Stone Foreman	83	28
2	L. Varro	27	28
3	H. Corasivola	27	28
4	P. Cognullo	27	28
5	A. Romano	83	21
6	M. Scarpato	83	28
7	J. Pisanti	83	28
8	H. Vinciguerra	27	28
9	A. Nero	83	28
10	A. Corasivola	27	28
11	K. Rohrer	83	28
12			
13			
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Shop Steward's Name L. Varro

Address

Tel. No.

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

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DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer FABRIZIO MARTIA Week ending SEPT. 8
 Address of Employer 1082 R. POST RD. BOX 67 PARIEN CONN.
 Location of Job FOX LANE H.S. Jurisdiction 27 Hourly Rate \$ 5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman		Local	Total hours Worked
1	W. MC HARE ✓	27	8
2	R. MORO	27	3 1/2
3	J. FRAIOLI ✓	83	4 1/2
4	P. NARDONE ✓	27	3 1/2
5	L. PAPELE ✓	27	3 1/2
	J. DELLONNO ✓	180	8

Name of Steward

Robert Mura

Use this card on jobs with 5 men or less. Mail immediately
 following week ending period.

3M 12-64

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Your Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND220 Paris Avenue, White Plains, N. Y. R.O. 1-3600
Payroll week ending date Sept. 15/66Name of Employer Fabrizio & Martin 1082 Penn RdLocation of Job Fox Lane School Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman	No. of Local	Total hours worked
1	R. Leone Foreman	83	35
2	A. Viteri	27	35
3	H. Caracciolo	24	21 1/2
4	P. Cazzullo	24	21
5	H. Romano	83	35
6	H. Scarfanti	83	35
7	J. Piacenti	27	24
8	E. Vinciguerra	83	25
9	A. Nero	27	21
10	A. Caracciolo	83	21
11	K. Rohrer		
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Shop Steward's Name J. J. J. J.Tel. No. W. 1-1511

Address _____

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

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DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT
 Name of Employer FABRIZIO & MARTIN Week ending SEPT. 15
 Address of Employer 1082 R. POST RD. BOX 67, DARIEN CONN.
 Location of Job FOX LAKE H.S. Jurisdiction 27 Hourly Rate \$ 5.00
CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman		Local	Total hours Worked
1	J. FRAIOLI	83	35
2	R. MORO	27	35
3	P. NARDONE	83	35
4	L. PAPELE	83	28
5			

Name of Steward _____

Use this card on jobs with 5 men or less. Mail immediately
 following week ending period.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 87 N. Y.
(Your Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferns Avenue, White Plains, N. Y. Rockwell 1-3600

Payroll week ending date SEPT 22Name of Employer FABRIZIO & MARTINAddress of Employer 1092 R. POST RD. BOX 51 DARIEN CONN.Location of Job FOX LAKE H.S. Hourly Rate \$ 5.60

	Name of Journeyman	Rate or Limit	Total Hours Worked
1	J. FRANKL	Foreman 83	43 1/2
2		Deputy	
3	A. MORO	27	39
4	P. NARDONE	83	38
5	L. PAPELE	83	38
6	F. FIGHERA	180	1 1/2
7	J. BASSO	83	1 1/2
8	A. REDA	83	1 1/2
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RECEIVED
SEP 24 1964
WESTCHESTER BRICKLAYERS
INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS
PENSION FUND

Shop Steward's Name Robert MooreAddress 167 S. HIGHLAND AVE OSSINING IN. N.Y. 1064Make TWO copies - Mail the original to the fund office before Saturday
noon. Keep duplicate for your local union's records.

This report is to be used only for the purpose of determining the amount of dues to be paid by the member for the current year. It is not to be used for any other purpose.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(State Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. R.Ookwell 1-2800

Payroll week ending date 9/22/55Name of Employer Fabrizio & Martin, Inc. Rd.Location of Job For Lane School Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman		No. of Hours	Total Hours Worked
1	R. Leone	Foreman	8.3	70
2		Deputy		
3	J. Vancini		2.7	70
4	C. Caracciolo		2.2	62
5	J. Simon		3	26
6	A. Scarfati		8.3	70
7	J. Peasanti		8.3	39
8	H. Vinciguerra		2.7	25
9	A. Caracciolo		2.7	70
10	K. Rohrer		8.3	70
11	A. Vancini		8.3	70
12	E. Cantamessa		8.3	26
13	J. Matra		2.7	49
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Shop Steward's Name S. Leone

Address _____

Tel. No. _____

Make TWO copies - Mail the original to the fund office before Saturday
noon. Keep duplicate for your local union's recordsThis shop steward's report should be mailed in every week, because of its vital importance
to you, the members on your job and to the union. Therefore the above information must be
correct. Whenever possible please suggest to members that they keep their pay envelopes
for future reference.

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer: FABRIZIO & MARTIN Week ending SEPT. 29.
 Address of Employer: 1082 R. POST RD. BOX 67, DARIEN CONN.
 Location of Job: FOX LANE H.S. Jurisdiction 27 Hourly Rate \$ 5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

	Name of Journeyman	Local	Total hours Worked
1	J. FRAIOLI ✓	83	36
2	R. MORO ✓	27	36
3	P. NARDONE ✓	83	36
4	L. PAPELE ✓	83	27
5			

Name of Steward

Robert Moro

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

3M 12-64

PLEASE PRINT

Name of Employer: FABRIZIO & MARTIN Week ending OCT 6.
 Address of Employer: 1082 R. POST RD. BOX 67, DARIEN CONN.
 Location of Job: FOX LANE H.S. Jurisdiction 27 Hourly Rate \$ 5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

	Name of Journeyman	Local	Total hours Worked
1	J. FRAIOLI	83	41 1/2
2	R. MORO	27	34 1/2
3	P. NARDONE	83	41 1/2
4	L. PAPELE	83	41 1/2
5			

Name of Steward

Robert Moro

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

3M 12-64

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer FABRIZIO & MARTIN Week ending OCT. 13
 Address of Employer 1082 R Post Rd. Box 67 DARTEN CONN.
 Location of Job FOX LAKE H.S. Jurisdiction 27 Hourly Rate \$ 5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

	Name of Journeyman	Local	Total hours Worked
1	J. FRAPOLI	83	35
2	R. MORO	27	35
3	P. NARDONE	83	35
4	L. FAPELE	83	35
5			

Name of Steward

Robert Moro

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

3M 12 64

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Your Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. ROckwell 1-9800

Payroll week ending date Oct 6 + Oct 13Name of Employer Fabrizio & Martin E. Post Rd
Address of Employer Fox Lane School Darien Conn.
Location of Job _____ Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman	No. of Local	Total hours worked
1	R Leone Foreman	83	71
2	Deputy		
3	J. Varro	27	70
4	J. Caracciolo	27	56
5	P. Caporale	27	70
6	A. Romano	83	70
7	H. Scarpato	83	63
8	J. Provenzi	83	70
9	H. Kinaigian	27	70
10		83	70
11			70
12	A. Kallala	27	70
13	E. Carlucci	27	79
14	J. Motta	27	
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Shop Steward's Name J. Varro

Address _____

Tel. No. _____

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DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer: FABRIZIO MARTIN Week ending OCT 20

Address of Employer: 1052 R. 201 Rd Box 67 DARTEN CONN.

Location of Job: FOY LANE H.S. Jurisdiction 27 Hourly Rate \$5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

	Name of Journeyman	Local	Total hours Worked
1	J. FRABLI	83	39 1/2
2	R. MORO	27	39 1/2
3	P. MARONE	83	39 1/2
4	L. PAPELE	83	39 1/2
5			

Name of Steward: Robert Moro

Use this card on jobs with 3 men or less. Mail immediately following week ending period. 12-6-4

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Town, County or State)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

230 Ferris Avenue, White Plains, N. Y. ROckwell 1-3000

Payroll week ending date 10/20 & 10/27/65Name of Employer Fabrizio & Marini, 1086 Post Rd
Warren Conn.

Address of Employer

Location of Job Fordham School Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman	No. of Hours	Total hours worked
1	<u>Ralph Leone</u> Foreman	<u>23</u>	<u>70</u>
2	Deputy		
3	<u>L. Vares</u>	<u>27</u>	<u>63</u>
4	<u>H. Caraculito</u>	<u>27</u>	<u>63</u>
5	<u>P. Cuzzubbi</u>	<u>27</u>	<u>63</u>
6	<u>A. R. ...</u>	<u>23</u>	<u>63</u>
7	<u>A. Sarpanti</u>	<u>23</u>	<u>56</u>
8	<u>J. Piacenti</u>	<u>23</u>	<u>63</u>
9	<u>B. Vinciguerra</u>	<u>27</u>	<u>63</u>
10	<u>A. Nero</u>	<u>23</u>	<u>56</u>
11	<u>A. Caraculito</u>	<u>27</u>	<u>63</u>
12	<u>K. Roberts</u>	<u>23</u>	<u>63</u>
13	<u>E. Cantamessa</u>	<u>23</u>	<u>63</u>
14	<u>J. Martha</u>	<u>27</u>	<u>63</u>
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OCT 29 1965

WESTCHESTER BRICKLAYERS
INSURANCE & WELFARE FUNDShop Steward's Name L. Vares

Address

Tel. No.

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your job and to the union. Therefore the above information must be correct. Whenever possible please suggest to members that they keep their pay envelopes

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer FABRIZIO X MARTIN Week ending OCT. 27Address of Employer DARIEN CONN.Location of Job FOX LANE H.S. Jurisdiction 27 Hourly Rate \$ 5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman	Local	Total hours Worked
1 J. FRAIOLI	83	29
2 R. MORO	27	27
3 P. NARDONE	83	25 1/2
4 L. PAPELE	83	29

Name of Steward Robert Moro

Use this card on jobs with 3 men or less. Mail immediately following week ending period.

3M 12-64

PLEASE PRINT

Name of Employer FABRIZIO X MARTIN Week ending NOV 3Address of Employer DARIEN CONN.Location of Job FOX LANE H.S. Jurisdiction 27 Hourly Rate \$ 5.65
CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman	Local	Total hours Worked
1 J. FRAIOLI	83	40
2 R. MORO	27	40
3 P. NARDONE	83	40
4 L. PAPELE	83	40

Mail immediately

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Your Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. ROckwell 1-8800

Payroll week ending date 11/3/and 11/10/65Name of Employer Fabrizio & Martin 1086 12th St. R.Location of Job Fox Lane School Hourly Rate \$ 2.00
(City, Town or Village)

	Name of Journeyman	No. of Days	Total hours worked
1	R. Leone Foreman	83	70
2	L. Varco	27	70
3	H. Caracciolo	27	71
4	P. Cagnullo	27	70
5	A. Romano	83	70
6	A. Scarpati	83	70
7	J. Prochiti	83	70
8	D. Vinciguerra	27	70
9	A. Neri	83	70
10	A. Caracciolo	27	70
11	A. Rohrer	83	70
12	E. Cantamessa	83	70
13	J. Matto	27	70
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Shop Steward's Name L. Varco

Address _____

Tel. No. _____

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your list, and to the union. Therefore, the above information must be correct. Whenever possible please suggest to members that they keep their pay envelopes

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer FABRIZIO & MARTIN Week ending NOV. 10
NOV 17
 Address of Employer DARLEN CONN.
 Location of Job FOX LAKE ILL. Jurisdiction 27 Hourly Rate \$ 5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman		Local	Total hours Worked
1	J. FRAIOLI	83	74
2	R. MORO	27	73
3	P. NARDONE	83	73
4	L. PAPELE	83	73
5			

Name of Steward Robert Moro

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

3M 12-64

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Your Local No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Fonda Avenue, White Plains, N. Y. ROckwell 1-9888

Payroll week ending date 11/17 & 11/24/55Name of Employer Fabrizio + Martin 1086Address of Employer Post R-1 Danien CourtLocation of Job Fox Lane School Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman	No. of Hours	Total hours worked
1	Ralph Leone Foreman	83	70
2	Deputy		
3	J. Varco	27	30
4	H. Caracciolo	27	63
5	P. Capobianco	27	70
6	H. Romano	83	83
7	A. Scarpati	83	63
8	J. Pincanti	83	70
9	H. Vinciguerra	27	70
10	A. Neri	83	70
11	A. Caracciolo	27	63
12	K. Roberts	83	70
13	E. Lombardo	83	70
14	J. Martin	27	63
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Shop Steward's Name

J. Varco

Address

Tel. No.

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on this job and to the union. There are the above information must be to you the members on this job and to the union. There are the above information must be to you the members on this job and to the union. There are the above information must be to you the members on this job and to the union.

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT
 Name of Employer F. BARBIZIO & MARTINE Week ending NOV 24 DEC 1.
 Address of Employer DARIEN CONN.
 Location of Job FOX LAKE H.S. Jurisdiction 27 Hourly Rate \$ 5.00
CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman	Local	Total hours Worked
1 <u>J. FIORELLI</u>	<u>88</u>	<u>73½</u>
2 <u>R. MORO</u>	<u>27</u>	<u>39</u>
3 <u>P. NARDONE</u>	<u>83</u>	<u>50</u>
4 <u>L. PAPELE</u>	<u>83</u>	<u>59½</u>

5
 Name of Steward Robert Moro

Use this card on jobs with 5 men or less. Mail immediately following week ending period.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 37 N. Y.
(From Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Fonda Avenue, White Plains, N. Y. 10606

Payroll week ending date 12/17 to 12/21/65Name of Employer Fabrizio + Martin 1082-ParoAddress of Employer P.O. Darion Conn.Location of Job Fox Lane School Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman	No. of Hours	Total hours working
1	R. Leone Foreman	23	70
2	Deputy		
3	L. Varco	27	70
4	H. Caracciolo	27	70
5	H. Romano	21	63
6	A. Scarpato	22	25
7	J. Pizzanti	23	70
8	H. Vannaguerre	27	70
9	A. Naro	23	63
10	A. Caracciolo	27	70
11	K. Roba	23	70
12	E. Contamasso	23	70
13	J. Matro	27	70
14	D. Iannicelli	27	14
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Shop Steward's Name

L. Varco

Address

Tel. No. WH. 6-896

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your job and to the union. Therefore, the above information must be correct. Whenever possible please suggest to members that they keep their pay envelopes for future reference.

DEFENDANT AETNA'S EXHIBIT G

PLEASE PRINT

Name of Employer FABRIZIO MARTIN Week ending Dec 8-15-22Address of Employer DARIEN CONN.Location of Job FOX LAKE B.S. Jurisdiction 27 Hourly Rate \$ 5.60
CITY, TOWN or VILLAGE Local's No. (Per Hour)

Name of Journeyman	Local	Total hours Worked
1 <u>J. FRAIOLI</u>	<u>83</u>	<u>185 1/2</u>
2 <u>R. MORO</u>	<u>27</u>	<u>102 1/2</u>
3 <u>P. MARONE</u>	<u>83</u>	<u>104 1/2</u>
4 <u>L. PAPELE</u>	<u>93</u>	<u>104 1/2</u>
5 _____		

Name of Steward Robert Moro

Use this card on jobs with 5 men or less. Mail immediately following week ending period

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(From Laborer's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Fennie Avenue, White Plains, N. Y. ROstrwell 1-9890

Payroll week ending date 12/15/65Name of Employer Fabrizio & MartinAddress of Employer 1082 Post Rd Darien Conn.Location of Job Ex Lane School Hourly Rate \$ 5.60
(City, Town or Village)

	Name of Journeyman	No. of Local	Total hours worked
1	R Leone Foreman	83	35
2	Deputy		
3	J. Vares	27	35
4	H Caraccioli	27	28
5	A Roman	83	35
6	A. Scarfati	83	28
7	J. Piacenti	83	28
8	J. Viniciguerra	27	28
9	A. Netro	83	28
10	A. Caraccioli	27	28
11	K. Rohrs	83	28
12	E. Contomessa	83	28
13	J. Matrai	27	28
14	D. Iannicello	27	28
15	P. Caszubb	27	35
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Shop Steward's Name J. Vares

Address _____

Tel. No. _____

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your job and to the union. Therefore the above information must be

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Your Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. ROakwell 1-3800

Payroll week ending date 12/22/65Name of Employer: Lehigh & MartinAddress of Employer: 222 Post Rd. Duran Conn.Location of Job: Finland School Hourly Rate \$ 5.00
(City, Town or Village)

	Name of Journeyman	No. of Hours	Total Hours Worked
1	<u>H. Leone</u> Foreman	<u>27</u>	<u>35</u>
2	Deputy "		
3	<u>L. Vance</u>	<u>27</u>	<u>35</u>
4	<u>A. Romano</u>	<u>23</u>	<u>35</u>
5	<u>H. Caracciolo</u>	<u>27</u>	<u>32 1/2</u>
6	<u>P. Cazzullo</u>	<u>27</u>	<u>33</u>
7	<u>M. DiStefano</u>	<u>23</u>	<u>33</u>
8	<u>G. Liacini</u>	<u>23</u>	<u>33</u>
9	<u>A. Venequerra</u>	<u>27</u>	<u>27</u>
10	<u>A. Vito</u>	<u>23</u>	<u>33</u>
11	<u>A. Caracciolo</u>	<u>27</u>	<u>32</u>
12	<u>K. Rabra</u>	<u>23</u>	<u>33</u>
13	<u>E. Cantamessa</u>	<u>23</u>	<u>33</u>
14	<u>J. Matra</u>	<u>27</u>	<u>33</u>
15	<u>A. Primiano</u>	<u>27</u>	<u>19</u>
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Shop Steward's Name: L. Vance

Address

Tel. No.

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(New York's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Fonda Avenue, White Plains, N. Y. 10606

Payroll week ending date 12/29/55Name of Employer Fabrizio & MartinAddress of Employer 1082 Port Rd. Darien ConnLocation of Job Ex-Lane School Hourly Rate \$ 5.66
(City, Town or Village)

	Name of Journeyman	No. of Hours	Total Hours Worked
1	<u>Ralph Leone</u> Foreman	<u>28</u>	<u>25</u>
2	Deputy		
3	<u>Louis Varas</u>	<u>27</u>	<u>28</u>
4	<u>A. Roman</u>	<u>23</u>	<u>21</u>
5	<u>H. Corasiole</u>	<u>27</u>	<u>21</u>
6	<u>P. Cagnello</u>	<u>27</u>	<u>28</u>
7	<u>H. Scarpato</u>	<u>23</u>	<u>28</u>
8	<u>J. Piccanti</u>	<u>23</u>	<u>28</u>
9	<u>A. Vinciguerra</u>	<u>27</u>	<u>28</u>
10	<u>G. Neri</u>	<u>23</u>	<u>28</u>
11	<u>A. Corasiole</u>	<u>27</u>	<u>24 1/2</u>
12	<u>K. Robra</u>	<u>23</u>	<u>21</u>
13	<u>E. Santamaria</u>	<u>23</u>	<u>28</u>
14	<u>J. Mitra</u>	<u>27</u>	<u>28</u>
15	<u>J. Primiano</u>	<u>27</u>	<u>28</u>
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DEC 31 1955

WESTCHESTER BRICKLAYERS
INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS
PENSION FUNDShop Steward's Name J. Varas

Address _____ Tel. No. _____

Make TWO copies -- Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your job and to the union. Therefore, the above information must be correct. Whenever possible please suggest to members that they keep their pay envelopes

DEFENDANT AETNA'S EXHIBIT G

SH. STWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Your Local's No.)

WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. ROckwell 1-3800

Payroll week ending date 1/5 & 1/12/61

Name of Employer Lehman & Malin

Address of Employer 100 W. 1st Street, New York

Location of Job 100 W. 1st Street Hourly Rate \$ 5.60

(City, Town or Village)

	Name of Journeyman	No. of Local	Total hours worked
1	<u>James J. Malin</u> Foreman	<u>82</u>	
2	Deputy "		
3	<u>James J. Malin</u>	<u>82</u>	<u>49</u>
4	<u>James J. Malin</u>	<u>83</u>	<u>49</u>
5	<u>James J. Malin</u>	<u>83</u>	<u>49</u>
6	<u>James J. Malin</u>	<u>83</u>	<u>49</u>
7	<u>James J. Malin</u>	<u>82</u>	<u>49</u>
8	<u>James J. Malin</u>	<u>27</u>	<u>49</u>
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Shop Steward's Name

Address

Tel. No.

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This statement should be mailed in every week because of its vital importance.

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
(Your Local's No.)WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Fonda Avenue, White Plains, N. Y. Rte. 9W 1-3000

Payroll week ending date 1/19 To 1/26/66Name of Employer Fabrizio + MartinAddress of Employer 1082 Post Rd. Green Conn.Location of Job Fox Lane School Hourly Rate \$ 3.66
(City, Town or Village)

	Name of Journeyman		No. of Hours	Total hours worked
1	R. Leone	Foreman	83	70
2		Deputy		
3	J. Varco		27	63
4	J. Prigione		27	63
5	J. Mataro		27	56
6	D. Mucaro		27	35
7	J. Piacentini		83	63
8	J. Scarpato		83	63
9	J. Romano		83	33
10	K. Ratra		83	42
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Shop Steward's Name J. Varco

Address _____

Tel. No. _____

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

This shop steward's report should be mailed in every week, because of its vital importance to you, the members on your job and to the union. Therefore the above information must be kept in your files to make sure that they keep their pay envelopes

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Fonda Avenue, White Plains, N. Y. ROckwell 1-8888

Payroll week ending date 2/2/66Name of Employer Falvizio & MartinAddress of Employer 1082 Post Rd. Danvers Conn.Location of Job Fox Lane School (Hourly Rate \$ 5.60)
(City, Town or Village)

	Name of Journeyman		No. of Hours	Total Hours Paid
1	Ralph Leone	Foreman	83	35
2		Deputy		
3	Louis Vano		27	35
4	J. Primitano		27	35
5	J. Matra		27	35
6	D. Marano		27	35
7	J. Primitano		83	28
8	A. Scarpato		83	35
9	A. Romano		83	35
10	K. Rohrer		83	35
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RECEIVED

FEB 14 1966

WESTCHESTER BRICKLAYERS
INSURANCE & WELFARE FUND
PENSION FUNDShop Steward's Name J. Vano

Address _____

Tel. No. _____

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

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DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
Year Local's No.WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. ROCKWELL 1-3800

Payroll week ending date 2/18/66Name of Employer: Fabrizio + MartinAddress of Employer: 1082 Post Rd, Darien Conn.Location of Job: Fox Lane Elms Hourly Rate: \$5.60
City, Town or Village

	Name of Journeyman	No. of Locals	Total hours worked
1	Ralph Leon Foreman	83	70
2	Deputy		
3	J. Varco	27	70
4	J. Prinscent	27	70
5	D. Matra	27	70
6	D. Masaro	27	70
7	J. Prinscent	83	70
8	J. A. Scarskata	83	70
9	A. Roman	83	70
10	K. Rohs	83	70
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FEB 21 1966

WESTCHESTER BRICKLAYERS
INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS
PENSION FUND

Shop Steward's Name

J. Varco

Address

Tel. No.

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DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. ROckwell 1-3600

Payroll week ending date 2/23/4/3/66Name of Employer Federigo + MartinAddress of Employer 1082 Port Rd. Darien Conn.Location of Job For Home School Hourly Epts's SLO
City, Town or Village

	Name of Journeyman	No. of Hours	Total hours worked
1	Ralph. Lane - 2nd Foreman	23	23
2	Deputy		
3	L. Vane	27	69
4	J. Pagnino	27	69
5	J. Martin	27	69
6	D. Marino	22	18
7	A. Romano	21	69
8	J. Pignatelli	23	69
9	K. R. R.	21	69
10	A. L. R.	22	69
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Shop Steward's Name J. Vane

Address

Make TWO copies - Mail the original to the fund office by Saturday
noon. Keep duplicate for your local union's records.This shop steward's report should be mailed in every week, because of its vital importance
to you the members on your job and to the union. Therefore the above information must be
correct. Whenever possible please suggest to members that they keep their pay envelopes

DEFENDANT AETNA'S EXHIBIT G

SHOP STEWARD'S REPORT IN THE JURISDICTION OF 27 N. Y.
Your Local's No.WESTCHESTER BRICKLAYERS INSURANCE & WELFARE FUND
WESTCHESTER BRICKLAYERS PENSION FUND

220 Ferris Avenue, White Plains, N. Y. ROckwell 1-3600

Payroll week ending date Mar. 4 + 5, 58Name of Employer Fabrizio & MartinAddress of Employer 1082 Bot Rd Danville ConnLocation of Job Fox Lane Rd of Hourly Rate \$ 5.60
City, Town or Village

	Name of Journeyman	No. of Hours	Total Hours worked
1	Ralph Leone	Foreman 83	38
2		Deputy	18
3	L. Vano	27	14
4	J. Primiano	27	14
5	J. Martin	27	14
6	D. Massaro	27	14
7	A. Romano	83	14
8	J. Diacenti	83	14
9	K. Rohra	83	14
10	A. Scarpato	83	14
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WESTCHESTER

BRICKLAYERS

PENSION FUND

RECORDS

Shop Steward's Name J. Vano

Address _____

Tel. No. _____

Make TWO copies - Mail the original to the fund office before Saturday noon. Keep duplicate for your local union's records.

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DEFENDANT AETNA'S EXHIBIT G

Cent... *27* *6* *1965*
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT

This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment.

If more space is needed, use additional card. If not working, mark card "Not Working"

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
<i>John J. Martin</i>	<i>11 Kew</i>		<i>34</i>
<i>L.A. Concrete Construction</i>	<i>Greenburgh</i>		<i>1041</i>
<i>Reliance Construction Co.</i>	<i>Sunder Hill</i>		<i>671</i>
<i>St. ...</i>	<i>Carleton</i>		<i>13</i>

IMPORTANT Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents.

Barrett *83* *JUNE* *1965*
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT

This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment.

If more space is needed, use additional card. If not working, mark card "Not Working"

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
<i>DIC CONS. CORP.</i>	<i>BRONX</i>	<i>6-1</i>	<i>1</i>
<i>PERSICHELLI + GRASSETTI</i>	<i>WHITE PLAINS</i>	<i>"</i>	<i>8</i>
<i>FABRIZIO + MARTIN</i>	<i>MT. KISCO</i>	<i>"</i>	<i>24</i>
<i>DIC CONS. CORP.</i>	<i>BRONX</i>	<i>6-8</i>	<i>25</i>
<i>" " "</i>	<i>CANN.</i>	<i>"</i>	<i>9</i>
<i>EL. WAGNER Co.</i>	<i>ARMONK</i>	<i>"</i>	<i>7</i>

IMPORTANT: Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents. P2 10M 6-64

DEFENDANT AETNA'S EXHIBIT G

Centoanti Joseph 27 1 1965
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT

This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment.

If more space is needed, use additional card. If not working, mark card "Not Working"

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
Fabrizio & Martin inc.	W. Virginia		9 1/2
Deprim concrete C.	W. Va. / La.		9 1/2
or M. Hunter & son inc.	Wilmington		9 1/2
Pland Construction inc.	Wilmington		10 1/2
B. J. Succarilli con. m.	Carrollton		60

IMPORTANT: Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents. P-2 10M 6-64

FERRARESE Michael 83 June July 1965
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT

This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment.

If more space is needed, use additional card. If not working, mark card "Not Working"

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
Fabrizio & Martin	Bedford	6/18	18 1/2
Brennan & Sloane	Purchase	6/25	7 1/2
Jay-Elb Const.	Int. Vern	6/28	10 1/2
Brennan & Sloane	Purchase	7/7	8 1/2
"	"	7/8	8 1/2
Brennan & Sloane	Int. Vern	7/13	12 1/2

IMPORTANT: Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents. P-2 10M 6-64

DEFENDANT AETNA'S EXHIBIT G

FERRARI Michael 83 mar-april
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT
may-june 65

This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment.

If more space is needed, use additional card. If not working, mark card "Not Working."

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
A.M. Hunter	✓ Greenburg	3/23	12 1/2
Broadlyn Const.	✓ White Plains	3/26	14 1/2
JAY-ELL CONST.	✓ MT. VERN.	4/5	8 1/2
All-Crete	✓ Scarsdale	4/14	15 3/4
BRENNAN + SLOANE	✓ Purchase	5/14	7 1/2
FABRIZIO + MARTIN	✓ Bedford	6/1	13 1/2

IMPORTANT: Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents. P2 10M 6-64

Antoniotti Joseph 27 7 1965
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT

This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment.

If more space is needed, use additional card. If not working, mark card "Not Working."

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
Hunter & Son Corp.	St. Charles, Ill.		12 1/2
Fabrizio & Martin Corp.	Mad. Kisses		14 1/2
J.E.H. concrete & construction	Virginia B.		12 1/2
J.B. Stuenkel Const.	Tarrytown		15 1/2

IMPORTANT: Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents. P2 10M 6-64

DEFENDANT AETNA'S EXHIBIT G

REDA ALFRED 83 JUNE 1965
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT
 This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment. ALWAYS READ
 If more space is needed, use additional card. If not working, mark card "Not Working"

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
BUSCIANO - CONST.	MT. VERNON	8/4/65	8
FABRIZIO & MARTIN - INC.	MT. KISCO NY	8/5/65	8
BUSCIANO - CONST.	MT. VERNON, NJ	8/18/65	49
A. PUCCILLO SONS	MT. VERNON, NJ	8/19/65	7
BUSCIANO - CONST.	MT. VERNON, NJ	8/30/65	36

IMPORTANT: Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents. P2 10M 11-64

REDA ALFRED 83 JUNE 1965
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT

This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment.

If more space is needed, use additional card. If not working, mark card "Not Working"

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
FABRIZIO & MARTIN INC.	PARVA CONN	6-4-65	28
LOUIS PETRILLO INC.	MT. VERNON	6-7-65	14
A.M. HUNTER & SON INC.	IRVINGTON, NJ	6-15-65	12
BRENNAN & SLOAN	101 PARK AVE	6-16-65	16
LOUIS PETRILLO INC.	MT. VERNON	6-24-65	28
FABRIZIO & MARTIN INC.	PARVA CONN	6-28-65	18

IMPORTANT: Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents. P2 10M 11-64

A. LAMANNA

VERAHOE 6-30-65

DEFENDANT AETNA'S EXHIBIT G

FERRARESE Michael 83 July 1965
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT

This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment.

If more space is needed, use additional card. If not working, mark card "Not Working"

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
J. R. Stevenson	Tarrytown	7/15	10
Jay-Elb Const.	Mt. Vernon	7/30	8
Fabrizio + Martin	Bedford	8/5	18
Russione	Mt. Vernon	8/9	12
"	"	8/10	10
"	"	8/11	7

IMPORTANT: Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents. P2 10M 6-64

REDA ALFRED 83 SEPT. 1965
 YOUR LAST NAME FIRST LOCAL No. MONTH OF REPORT

This card must be filled out and mailed immediately at the close of every month by Journeymen and Apprentices in order that we may have a record of your employment.

If more space is needed, use additional card. If not working, mark card "Not Working"

EMPLOYER'S NAME	LOCATION OF JOB	WEEK ENDING	HOURS WORKED
LOUIS PETAILLO CO.	MT. VERNON	9/7/65	7 hrs
A. PUCILLO - SONS	MT. VERNON	9/15/65	12 hrs
SALOMONE & CO.	YONKERS	9/20/65	18 hrs
FABRIZIO + MARTIN - INC.	MT. KISCO	9/21/65	9 1/2 hrs

IMPORTANT: Your failure to send this card MONTHLY will result in loss of benefits to you and your dependents. P2 10M 6-64

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martin
 Holy Lane School

J. Santifani (Incl 27) ?

from Mrs. Carlo

Mrs. from S. S. Ryata
 6/2/65 7 1/2

Paid
 0

7 1/2 Mrs WTC

0 " Pd

7 1/2 " Blue

DEFENDANT AETNA'S EXHIBIT G

Habrizis & Martin
Fort Lane School

Albert Roman

<i>from Mrs. Cards</i>	<i>from S. S. Reports</i>	<i>Paid</i>
	<i>1/5 + 12/66 49</i>	<i>7/28/65 104</i>
<i>710 Cards</i>	<i>1/19 + 26/66 63</i>	<i>8/25/65 140</i>
	<i>2/2/66 35</i>	<i>9/25/65 112</i>
	<i>2/9 + 16/66 70</i>	<i>10/27/65 168</i>
	<i>2/23 + 3/3/66 69</i>	<i>11/24/65 123</i>
	<i>3/4 + 5/66 142</i>	<i>12/12/65 152</i>
	<i>7/28/65 14</i>	<i>2/2/66 117 1/2</i>
	<i>8/4/65 35</i>	
	<i>8/11/65 35</i>	<i>836 1/4</i>
	<i>8/16 + 25/65 70</i>	
	<i>9/4/65 35</i>	
	<i>9/18/65 21</i>	
	<i>9/15/65 35</i>	
	<i>9/22 + 29/65 56</i>	
	<i>10/6 + 13/65 70</i>	
	<i>10/20 + 27/65 63</i>	
	<i>11/3 + 10/65 170</i>	
	<i>11/10 + 24/65 3</i>	

DEFENDANT AETNA'S EXHIBIT G

Wro from S. S. Report Pd

12/1/65 63

12/15/65 28

2/22/65 35

2/29/65 21

1014

836 1/2

Wro. WTC 1014

.. Pd 836 1/2

Wro. One 8377 1/2

DEFENDANT AETNA'S EXHIBIT G

Fabrizio + Martin
Fox Lane School

A. Rida

<i>Wks. from Mrs. Cards</i>		<i>Wks. from L. S. Reports</i>		<i>Paid</i>	
<i>1/4/65</i>	<i>26</i>	<i>6/2/65</i>	<i>22 1/2</i>	<i>6/23/65</i>	<i>28</i>
<i>1/18/65</i>	<i>18</i>	<i>6/9/65</i>	<i>9 1/2</i>	<i>8/25/65</i>	<i>7</i>
<i>1/5/65</i>	<i>8</i>	<i>8/11/65</i>	<i>8</i>	<i>9/22/65</i>	<i>7</i>
<i>1/21/65</i>	<i>7 1/2</i>	<i>9/22/65</i>	<i>7 1/2</i>		
	<i>59 1/2</i>		<i>47 1/2</i>		<i>42</i>
<i>Wks. wk.</i>	<i>59 1/2</i>				
<i>" pd</i>	<i>42</i>				
<i>Wks due</i>	<i>17 1/2</i>				

DEFENDANT AETNA'S EXHIBIT G

*Labrigo & Martin
Hot Lane School*

Frank Figuera

Hrs from Mo. Cards

Hrs. wk 19 1/2

" Pd 7

" due 12 1/2

Hrs. from S. S. Reports

6/2/65

12

9/20/65

7 1/2

19 1/2

Paid

6/23/65

7

7

Paul Pagliuca

5/5/65

29

7/14/65

15

7/21/65

14 1/2

8/11/65

8 1/2

67

5/12/65

19 1/2

6/20/65

7

7/20/65

28

8/25/65

7 1/2

56 1/2

Hrs. wk. 67

" Pd 56 1/2

Hrs. due 10 1/2

DEFENDANT AETNA'S EXHIBIT G

*Fabrizio & Martin
Hoy Lane School*

Ray Hazen

0
Mo. from Mrs. Lando

Mrs from S. S. Reports

Paid

8/25/65 13 1/2

8/25/65 12

9/1/65 11

24 1/2

12

Mrs. WTC 24 1/2

" Od 12

Mrs Lue 12 1/2

Fred Busco

8/25/65 13 1/2

8/25/65 7

13 1/2 Mrs. WTC

7 " Od

6 1/2 " Lue

DEFENDANT AETNA'S EXHIBIT G

*Habingso & Martin
Joy Lane School*

Willie M^c Hare

from Mrs. Cards

Mrs. from S.S. Reports

<i>7/14/65</i>	<i>15</i>
<i>7/21/65</i>	<i>14</i>
<i>9/8/65</i>	<i>8</i>
	<hr/>
	<i>36</i>

Paid

<i>7/25/65</i>	<i>28</i>
<i>9/22/65</i>	<i>7</i>
	<hr/>
	<i>35</i>

<i>Mrs. Wtc.</i>	<i>36</i>
<i>" Pd</i>	<i>35</i>
<i>Mrs. due</i>	<hr/>
	<i>1</i>

Thomas A. Cline

<i>8/11/65</i>	<i>14 1/2</i>
<i>8/18/65</i>	<i>35 1/2</i>
<i>8/25/65</i>	<i>21</i>
	<hr/>
	<i>71</i>

<i>8/25/65</i>	<i>63</i>
	<hr/>
	<i>63</i>

<i>Mrs. Wtc</i>	<i>71</i>
<i>" Pd</i>	<i>63</i>
<i>Mrs. due</i>	<hr/>
	<i>8</i>

DEFENDANT AETNA'S EXHIBIT G

*Fabrizio & Martin
Fox Lane School*

Louis Varco

from Mrs. Carde

from S.S. Reports

Paid

<i>1/5 + 2/66</i>	<i>49</i>	<i>7/28/65</i>	<i>35</i>
<i>1/19 + 26/66</i>	<i>63</i>	<i>8/26/65</i>	<i>140</i>
<i>2/2/66</i>	<i>35</i>	<i>9/22/65</i>	<i>183</i>
<i>2/9 + 16/66</i>	<i>70</i>	<i>10/22/65</i>	<i>168</i>
<i>2/23 + 3/3/66</i>	<i>69</i>	<i>11/24/65</i>	<i>123</i>
<i>3/4 + 5/66</i>	<i>14</i>	<i>12/1 - 29/65</i>	<i>161</i>
<i>7/28/65</i>	<i>35</i>	<i>2/2/66</i>	<i>150</i>
<i>8/4/65</i>	<i>35</i>		
<i>8/11/65</i>	<i>35</i>		<i>920</i>
<i>8/18 + 25/66</i>	<i>70</i>		
<i>9/1/65</i>	<i>35</i>		
<i>9/8/65</i>	<i>28</i>		
<i>9/15/65</i>	<i>35</i>		
<i>9/22 + 29/65</i>	<i>70</i>		
<i>10/6 + 10/20/66</i>	<i>70</i>		
<i>10/20 + 22/65</i>	<i>63</i>		
<i>11/3 + 10/65</i>	<i>70</i>		
<i>11/17 + 24/65</i>	<i>70</i>		

DEFENDANT AETNA'S EXHIBIT G

Hrs. from S.S. Reports	Pd
12/14/65 70	
12/15/65 35	
12/20/65 35	
12/29/65 28	
1084	920

Hrs. WTC	1084
" Pd	920
Hrs. Due	164

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martini
For Lane School

Pasquale Nardone

<i>Nrs. from no. cards</i>	<i>Nrs. from S. S. Reports</i>	<i>Paid</i>
	6/2/65 22 1/2	6/23/65 28
	6/9/65 9 1/2	7/28/65 49
	7/14/65 39 1/2	8/25/65 91
	7/21/65 14 1/2	9/22/65 123
	8/11/65 23	10/20/65 164
	8/18/65 35 1/2	11/24/65 183
	8/25/65 40 1/2	12/1-29/65 160
	9/1/65 39	
	9/8/65 32 1/2	258 Hrs
	9/15/65 35	
	9/22/65 38	
	9/29/65 36	
	10/6/65 41 1/2	
	10/13/65 35	
	10/20/65 39 1/2	
	10/27/65 25 1/2	
	11/3/65 40	
	11/10 & 12/65 73	

DEFENDANT AETNA'S EXHIBIT G

no. from S.S. Reports *Ad*

11/24 + 12/1/65 56
 2/8 + 15/65 104 1/2

789 1/2

758

789 1/2 Has worked

758 " *Ad*

31 1/2 " *Due*

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martin
Hot Lane School

August Nero

<i>Wro from Mo. Cards</i>	<i>Wro. from S. S. Cards</i>	<i>Paid</i>
	8/18+25/65 56	8/25/65 7
	9/1/65 35	9/24/65 193
	9/8/65 28	10/27/65 161
	9/14/65 35	11/24/65 140
	9/22+29/65 70	12/1-29/65 145
	10/6+13/65 70	
	11/30+12/65 56	
	11/10+10/65 70	
	11/17+24/65 70	
	12/1+8/65 63	
	12/15/65 28	
	12/22/65 33	
	12/29/65 28	
	<u>642</u>	<u>586</u>
	Wro wtc 642	
	" Pd <u>586</u>	
	Wro Blue 56	

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martin
St. Mary's School

Kenneth Rohrs

Mrs. from Mrs. Cards			Mrs. from S.S. Reports		Paid		
9/8/65	28	12/20/65	33	4/19+24/66	42	9/22/65	98
9/15/65	35	12/20/65	21	5/2/66	35	10/27/65	168
9/22/65	35	1/19/66	7	5/9+16/66	70	11/24/65	140
9/29/65	35	1/26/66	35	5/23+3/3/66	63	12/1-29/65	145
9/30/65	7	4/20/66	21	5/4+5/66	14	2/2/66	77
10/10/65	28	5/2/66	14	9/8/65	28		
10/12/65	35	5/9/66	35	9/15/65	35		
10/20/65	35	5/16/66	35	9/22+29/65	76		
10/22/65	28	5/23/66	28	11/6+13/65	76		
10/25/65	14	5/25/66	14	11/20+27/65	63		
11/2/65	21			11/2+10/65	70		
11/10/65	35			11/17+24/65	70		
11/17/65	35			12/1+8/65	70		
11/24/65	35			12/15/65	28		
11/30/65	21			12/22/65	33		
12/1/65	7			12/29/65	21		
12/8/65	35				782		628
12/15/65	28	740		How m/c	782		
				n odd	628		
				How due	154		

DEFENDANT AETNA'S EXHIBIT G

Fabrizio o Martin
Floy Lane School

Philip Rizzo

from Mrs. Card

2 hrs. from S. S. Report
 8/25/65 $13\frac{1}{2}$
 9/1/65 $\underline{11}$
 $24\frac{1}{2}$

Paid

8/25/65 7
 9/22/65 $\underline{7}$
 14

Hrs. wk. $24\frac{1}{2}$
 " Pd $\underline{14}$
 Hrs. due $10\frac{1}{2}$

Joseph Bossi

8/25/65 9
 9/22/65 $\underline{7\frac{1}{2}}$
 $16\frac{1}{2}$

8/25/65 7
 9/22/65 $\underline{7}$
 14

Hrs. wk. $16\frac{1}{2}$
 " Pd $\underline{14}$
 Hrs. due $2\frac{1}{2}$

DEFENDANT AETNA'S EXHIBIT G

*Fabrizio & Martin
Fox Lane School*

Andrew Scarpati

<i>Hrs. from Mo. Leads</i>	<i>Hrs. from S.S. Reports</i>	<i>Paid</i>
<i>1/5/66 31 1/2</i>	<i>1/5 + 12/66 49</i>	<i>8/25/65 133</i>
<i>1/12/66 21</i>	<i>1/19 + 26/66 63</i>	<i>9/29/65 123</i>
<i>1/19/66 27 1/2</i>	<i>2/2/66 35</i>	<i>10/27/65 161</i>
<i>1/26/66 35</i>	<i>2/9 + 16/66 70</i>	<i>11/24/65 126</i>
<i>2/2/66 35</i>	<i>2/22 + 9/66 69</i>	<i>12/1-29/65 124</i>
<i>2/9/66 35</i>	<i>3/4 + 5/66 14</i>	<i>2/2/66 150</i>
<i>2/16/66 35</i>	<i>3/4/65 28</i>	
<i>2/23/66 28</i>	<i>3/11/65 35</i>	<i>827</i>
	<i>3/18 + 25/66 70</i>	
<i>248</i>	<i>9/1/65 35</i>	
	<i>9/8/65 28</i>	
	<i>9/15/65 35</i>	
	<i>9/22 + 29/65 70</i>	
	<i>10/6 + 13/65 63</i>	
	<i>10/20 + 27/65 56</i>	
	<i>11/3 + 10/65 70</i>	
	<i>11/17 + 24/65 63</i>	
	<i>12/1 + 8/65 35</i>	
	<i>12/15/65 28</i>	

DEFENDANT AETNA'S EXHIBIT G

Wro from S.S. Report *Od*

12/20/65 83

2/29/65 28

911

827

Wro w/c 927

" *Od* 827

" Blue 150

DEFENDANT AETNA'S EXHIBIT G

*Fabrizio & Martin
Holy Lane School*

Joseph Piacente

Hrs from Mrs. Card

Hrs. from S. S. Report

Paid

<i>1/5 + 12/66</i>	<i>49</i>	<i>8/25/65</i>	<i>126</i>
<i>1/19 + 26/66</i>	<i>63</i>	<i>9/20/65</i>	<i>133</i>
<i>2/2/66</i>	<i>28</i>	<i>10/22/65</i>	<i>168</i>
<i>2/9 + 16/66</i>	<i>70</i>	<i>11/24/65</i>	<i>140</i>
<i>2/23 + 3/3/66</i>	<i>63</i>	<i>12/1 - 29/65</i>	<i>152</i>
<i>3/4 + 5/66</i>	<i>14</i>	<i>2/2/66</i>	<i>134 1/2</i>
<i>8/4/65</i>	<i>21</i>		
<i>8/4/65</i>	<i>35</i>		
<i>8/18 + 25/66</i>	<i>70</i>		
<i>9/1/65</i>	<i>35</i>		
<i>9/8/65</i>	<i>28</i>		
<i>9/15/65</i>	<i>35</i>		
<i>9/22 + 29/65</i>	<i>70</i>		
<i>10/6 + 13/65</i>	<i>70</i>		
<i>10/20 + 27/65</i>	<i>63</i>		
<i>11/3 + 10/65</i>	<i>70</i>		
<i>11/17 + 24/65</i>	<i>70</i>		
<i>12/1 + 8/65</i>	<i>70</i>		

DEFENDANT AETNA'S EXHIBIT G

hrs from S.S. Reports

2/15/65 28

2/20/65 33

2/29/65 28

1013

Pd

853 1/2

Hrs w/c 1013

" Pd 853 1/2

" One 159 1/2

DEFENDANT AETNA'S EXHIBIT G

*Labrizzo & Martini
Fox Lane School*

D. Vaccarelli N.R.

Mrs. from Mrs. Card

*Mrs. from S.S. Report
6/2/65 12*

*Paid
6/23/65 7*

Mrs WK 12

" Pd 2

" Blue 5

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martin
Fox Lane School

Pasquale Venditti

<i>hrs from Mr. Cards</i>	<i>hrs from S.S. Reports</i>	<i>Paid</i>
	<i>6/2/65 10</i>	<i>6/23/65 7</i>
<i>June - Nov/65 In Italy</i>	<i>hrs w/c 10</i>	
	<i>" Pd 2</i>	
	<i>hrs due 3</i>	

Joseph Rossi N.R.

<i>6/2/65 10</i>	<i>6/23/65 7</i>
<i>hrs w/c 10</i>	
<i>" Pd 2</i>	
<i>hrs due 9</i>	

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martini
Hot Lane School

Marco Lo Pena

Nrs from Wto. Cards
8/25/65 9

Nrs. from S. & Reports
8/25/65 9

Paid
8/25/65 7

Nrs w/c 9
" Od 2
" Blue 2

Stephen Mastantuono
8/11/65 8

8/25/65 7

Nrs w/c 8
" Od 2
" Blue 1

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martini
Key Lane School

Joseph Rossi

a from Mr. Cook

No from S. S. Reports

Paul!

0.3

2

6/24/85

2

Louis Gazzola

C

Spikes

222

5/12/60

440 wk 37 1/2

.. 2d 28

11 Blue 9 1/2

DEFENDANT AETNA'S EXHIBIT G

*Fabrizio & Martini
Fox Lane School*

Joseph Santopanti

Hrs from 1100 Cards
1/65 not there 31
2/65 " 39
7/65 " 31

101

Hrs from S.S. Reports
7/24/65 15
7/21/65 35

50

Paid
6/23/65 7
7/28/65 28

35

Hrs w/c 101
" od 35
" due 66

Hrs

DEFENDANT AETNA'S EXHIBIT G

*Fabrizio & Martin
Holt Lane School*

Anthony Elie Noto

Hrs. from Mrs. Cardo

*Hrs. from S & Reports
5/5/65 9 1/2*

Paid

5/12/65 7

*Hrs. w/c 9 1/2
" Pd 2
" Due 2 1/2*

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martini
Fox Lane School

M. Scarsese

<i>Mrs. from Mo. Cards</i>		<i>Mrs. from S. S. Reports</i>		<i>Paid</i>	
<i>6/1/65</i>	<i>13</i>	<i>6/1/65</i>	<i>10</i>	<i>4/23/65</i>	<i>21</i>
<i>6/18/65</i>	<i>18</i>	<i>8/4/65</i>	<i>12 1/2</i>	<i>8/25/65</i>	<i>7</i>
<i>8/5/65</i>	<i>18</i>				
	<i>49</i>				
			<i>22 1/2</i>		<i>28</i>
<i>Mrs WTC</i>	<i>49</i>				
<i>" Orl</i>	<i>28</i>				
<i>Blue</i>	<i>21</i>				

DEFENDANT AETNA'S EXHIBIT G

*Fabrizio & Martin
Fox Lane School*

Domenick Massaro

<i>Pro. from Mo. Cards</i>		<i>Pro. from S. S. Reports</i>		<i>Paid</i>	
<i>12/6/66</i>	<i>35</i>	<i>1/19+26/66</i>	<i>35</i>	<i>2/2/66</i>	<i>20</i>
<i>1/2/66</i>	<i>35</i>	<i>2/2/66</i>	<i>35</i>		
<i>1/9/66</i>	<i>35</i>	<i>2/9+10/66</i>	<i>20</i>		
<i>1/10/66</i>	<i>35</i>	<i>2/22+3/3/66</i>	<i>69</i>		
<i>1/22/66</i>	<i>28</i>	<i>3/4+5/66</i>	<i>14</i>		
	<i>168</i>		<i>223</i>		<i>20</i>
		<i>Pro WTC</i>	<i>223</i>		
		<i>" OCA</i>	<i>20</i>		
		<i>Blue</i>	<i>153</i>		

DEFENDANT AETNA'S EXHIBIT G

Fabrizio + Martini
Fox Lane School

J. Ritchie N.R.

<i>Mrs. Jean M. Linds</i>	<i>Mrs. Jean S. S. Reports</i>	<i>Paid</i>
	<i>6/1/65 10</i>	<i>6/22/65 2</i>
	<i>Mrs W/C 10</i>	
	<i>" Pd 2</i>	
	<i>" due 3</i>	

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martin
Fox Lane School

	<i>Antonio Rivera</i>	<i>N.R.</i>
<i>no. from Mr. Cards</i>	<i>no. from S. S. Reports</i>	<i>Paid</i>
	<i>6/2/65 10</i>	<i>6/23/65 7</i>

<i>no WTC</i>	<i>10</i>
<i>" Pd</i>	<i>2</i>
<i>" Due</i>	<i>3</i>

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martin
Box Lane School

John Bellomo

Wro. from Mo Cards

Wro. from S.S. Reports

Paid

8/25/65

9 1/2

8/25/65

14

9/1/65

11

9/20/65

7

9/18/65

8

28 1/2

21

28 1/2 Wro wk

21 " Pd

7 1/2 Due

Salvatore Russo

8/25/66

9

8/25/65

7

Wro wk 9

" Pd 7

2 Due

DEFENDANT AETNA'S EXHIBIT G

Fabrizio o Martini
Fox Lane School

Henry Caracciolo

<i>from Mo Cards</i>	<i>from S. S. Reports</i>	<i>Paid</i>
<i>none</i>	<i>7/28/65 28</i>	<i>7/28/65 38</i>
	<i>8/4/65 34</i>	<i>8/25/65 129</i>
	<i>8/11/65 35</i>	<i>9/20/65 126</i>
	<i>8/18+25/65 70</i>	<i>10/27/65 154</i>
	<i>8/1/65 35</i>	<i>11/24/65 123</i>
	<i>9/8/65 28</i>	<i>12/1-29/65 140 1/2</i>
	<i>9/15/65 31 1/2</i>	
	<i>9/20+29/65 66 1/2</i>	<i>730 1/2</i>
	<i>10/6+12/65 56</i>	
	<i>10/20+27/65 63</i>	
	<i>11/2+10/65 70</i>	
	<i>11/17+24/65 63</i>	
	<i>12/1+8/65 70</i>	
	<i>12/15/65 28</i>	
	<i>12/22/65 32 1/2</i>	
	<i>12/29/65 21</i>	
	<i>731 1/2</i>	<i>730 1/2</i>
<i>Mo. Wks</i>	<i>731 1/2</i>	
<i>Mo. Lane</i>	<i>200 1/2</i>	
	<i>1</i>	

DEFENDANT AETNA'S EXHIBIT G

Hahnreis & Marton
Holy Love School

Everett Rantamessa

<i>Wks. from Mo. Card</i>	<i>Wks. from S.S. Reports</i>	<i>Paid</i>
9/22/65 - 21	9/22+29/65 56	9/22/65 21
9/29/65 35	10/6+12/65 79	10/22/65 161
10/6/65 35	10/20+29/65 68	11/24/65 140
10/13/65 35	11/3+10/65 74	12/1-29/65 152
10/20/65 28	11/17+24/65 20	
10/27/65 28	12/1+8/65 70	
11/3/65 35	12/15/65 28	
11/10/65 35	12/20/65 33	
11/17/65 35	12/29/65 28	
11/24/65 35	501	424
12/1/65 31		
12/8/65 35	Nrs WKC 501	
12/15/65 28 1/2	" Pcl 424	
12/22/65 33	" Que 27	
12/29/65 28		
477 1/2		4

DEFENDANT AETNA'S EXHIBIT G

Habernis + Martin
For Lane School

Giovanni Maria

No. from Mo. Cards		No. from S. S. Opto		Paid	
1/23/65	14	1/5 + 12/66	49	10/27/65	168
1/29/65	35	1/19 + 26/66	56	11/24/65	133
1/8/65	35	2/2/66	35	12/1-29/65	152
1/13/65	35	2/9 + 16/66	70	2/2/66	143
1/20/65	35	2/23 + 3/2/66	69		
1/27/65	28	3/4 + 5/66	14		
1/3/65	35	9/22 + 29/65	49		
1/10/65	35	10/6 + 13/65	29		
1/12/65	28	10/20 + 27/65	63		
1/25/65	35	11/3 + 11/65	70		
1/1/65	28	11/17 + 24/65	63		
1/8/65	35	12/1 + 8/65	70		
1/22/65	33	12/15/65	28		
1/29/65	28	12/22/65	33		
1/2/66	35	12/29/65	28		
1/9/66	35		776		596
1/16/66	35				
1/23/66	38				
572					
		No worked	776		
		" pdl	596		
		" shue	180		

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martin
Hot Lane School

Vincent Baretta

Wra from Mo. Cards

6/1/65 24

Wra from S.S. Reports

6/1/65 12

Paid

6/23/65 14

No WTC 24

" Pd 14

" Due 10

James Oriniano

1/5 + 12/66 49

1/19 + 26/66 63

2/2/66 35

2/9 + 16/66 70

2/23 + 3/3/66 49

2/4 + 5/66 14

12/22/65 19

12/29/65 28

No WTC 327

" Pd 196 1/2

" Due 130 1/2

12/1 - 29/66 42

2/2/66 149 1/2

196 1/2

DEFENDANT AETNA'S EXHIBIT G

Fabrizio & Martini
Holy Lane School

Robert Maro

<i>No. from Inv. Card</i>		<i>No. from S.S. Report</i>		<i>Paid</i>	
<i>'65</i>	<i>8 1/2</i>	<i>6/2/65</i>	<i>34 1/2</i>	<i>5/12/65</i>	<i>28</i>
<i>'65</i>	<i>44</i>	<i>6/9/65</i>	<i>31</i>	<i>6/23/65</i>	<i>55</i>
<i>'65</i>	<i>93 1/2</i>	<i>5/5/65</i>	<i>37 1/2</i>	<i>7/28/65</i>	<i>70</i>
<i>'65</i>	<i>166</i>	<i>7/4/65</i>	<i>35 1/2</i>	<i>8/25/65</i>	<i>119</i>
<i>'65</i>	<i>157</i>	<i>7/14/65</i>	<i>41</i>	<i>9/20/65</i>	<i>133</i>
<i>'65</i>	<i>152</i>	<i>7/21/65</i>	<i>35</i>	<i>10/22/65</i>	<i>161</i>
<i>'65</i>	<i>142</i>	<i>8/11/65</i>	<i>28</i>	<i>11/24/65</i>	<i>125</i>
<i>'65</i>	<i>56</i>	<i>8/18/65</i>	<i>38</i>	<i>12/1-29/65</i>	<i>155</i>
		<i>8/25/65</i>	<i>33 1/2</i>		
	<i>829</i>	<i>9/1/65</i>	<i>39</i>		<i>846</i>
		<i>9/8/65</i>	<i>33</i>		
		<i>9/15/65</i>	<i>35</i>		
		<i>9/22/65</i>	<i>39</i>		
		<i>9/29/65</i>	<i>36</i>		
		<i>10/6/65</i>	<i>34 1/2</i>		
		<i>10/13/65</i>	<i>35</i>		
		<i>10/20/65</i>	<i>39 1/2</i>		
		<i>10/27/65</i>	<i>29</i>		
			<i>over</i>		

DEFENDANT AETNA'S EXHIBIT G

hrs. from 8 8 Reports

Pd

11/3/65 40

11/10 + 17/65 73

11/24 + 12/1/65 39

12/8 + 15/65 102 1/2

888 1/2

846

888 1/2 Hrs worked

846 Di Pd

42 1/2 Hrs due

161

DEFENDANT AETNA'S EXHIBIT G
STATE OF NEW YORK
DEPARTMENT OF LABOR

300 HAMILTON AVENUE
WHITE PLAINS, N.Y. 10601

June 21, 1966

HARRY P. QUINN
ASSISTANT INDUSTRIAL COMMISSIONER

Re: File A7 S.C. 920
Bond No. 75380921 BC
Fabrizio & Martin, Inc.

Mr. Michael J. Buckmir, Claims Representative
The Aetna Casualty and Surety Co.
4675 Main Street, P. O. Box 1980
Bridgeport, Connecticut 06601

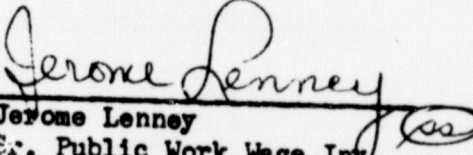
Wt
8/16/6

Dear Sir:

In compliance with your request I am sending additional
information which should substantiate the Bricklayers' Claims
in the above matter.

If there is anything further that I can do, please do not
hesitate to call.

Very truly yours,


Jerome Lenney
Sr. Public Work Wage Inv.

Encl.
JL:ss

DEFENDANT AETNA'S EXHIBIT G

WEEKLY PAYROLL REPORT

FOR BRICKLAYERS, MASONS, PLASTERERS AND CEMENT FINISHERS

WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE FUND**WESTCHESTER BRICKLAYERS PENSION FUND**

220 Ferris Avenue, White Plains, New York

Tel. ROCKWELL 1-3600

Social Security No.	Name of Employee	Total Hours	Please Indicate Job Location by City, Town or Village
1. 070-30-3675	FRAIGLI, JOHN	146	BEDFORD, N. Y.
2. 104-03-4889	LEONE, RALPH	168	" "
3. 073-18-4573	MASSARO, DOMENICK	146	" "
4. 068-30-5004	MATRA, GIOVANNI	146	" "
5. 088-14-7457	PIAGENTE, JOSEPH	140	" "
6. 076-18-2197	PRIMIANO, JAMES	146	" "
7. 059-10-3493	ROHRB, KENNETH	140	" "
8. 108-34-0903	ROMANO, ALBERT	147	" "
9. 058-30-0853	SCARPATI, ANDREW	146	" "
10. 086-18-8747	VARGO, LOUIS	146	" "
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

IF MORE FORMS
ARE NEEDED,
CHECK HERE

Note

May 20, 1965 thru
April 30, 1967

Total Hours →

1,471

Welfare Fund @ 35¢ per Hour →

\$ 514.85

Pension Fund @ 30¢ per Hour →

\$ 441.30

Kindly make a separate
check for each fund

PAYROLL WEEK ENDING DATE

3-9-66

Submitted by

We warrant the above Statement to be true and Correct

FABRIZIO & MARTIN, INC.

Name of Employer

P.O. Box 67

Street Address

DARIEN, CONN. 06820

City Zone State

Signed By

Title

Do Not Write in These Spaces--For Office Use

Total Hours

Number of
men employed

Total Welfare

Total Pension

Audited by and
Receipt mailed

This original copy and remittance to be made weekly, not later than Thursday of the week following the closing of the payroll. Remittance must be made by two checks, one payable to the WESTCHESTER BRICKLAYERS INSURANCE AND WELFARE FUND, and the other to the WESTCHESTER BRICKLAYERS PENSION FUND.

Note: Unless a member works a required number of hours within a specified period of time he and his qualifying dependents will not be eligible for benefits. Therefore, it is necessary that your Employer's Contribution is made weekly for all members in your employ in Westchester and Putnam Counties regardless of their Local Union affiliation or residence address. The above contributions do NOT include disability insurance in accordance with the New York State Disability Law.

will produce sample letter
out but not late
restrained
never refer to Bldg Co

retainage →

Jerry Lenney
NY Labor Dept
White Plains

956.15 figure
(your offer) is acceptable
to the Bricklayers

7.

DEFENDANT AETNA'S EXHIBIT G

June 24, 1966

Mr. Jerome B. Lemay, Sr. Investigator
State of New York
Department of Labor
300 Hamilton Avenue
White Plains, New York 10601

Dear Sir:

File Number: A 7 SC 920
Bond Number: 7 S 380921 BC
Fabrisio and Martin, Inc.
Board of Education, Central School District 2

Enclosed are the release and assignment forms in connection with the claim of the Westchester Bricklayers Welfare and Pension Funds for Local 27.

Upon receipt of such properly signed by an authorized official or trustee of the union, a draft in the amount of \$956.15 will be forwarded to the union in satisfaction of its claim. Please see that the forms are dated and duly notarized. Four copies are provided. Kindly return three to me. One is for the union records.

I certainly appreciate the assistance and cooperation you rendered during the handling of this claim and those of the Carpenters and Laborers Unions.

Yours very truly,

Michael J. Bucknir, Claim Representative

mjb/cap

165

DEFENDANT AETNA'S EXHIBIT G
STATE OF NEW YORK
DEPARTMENT OF LABOR

300 HAMILTON AVENUE
WHITE PLAINS, N.Y. 10601
June 28, 1966

HARRY P. QUINN
ASSISTANT INDUSTRIAL COMMISSIONER

Mr. Michael Buckmir, Claim Representative
The Aetna Casualty and Surety Company
4675 Main Street, Box 1980
Bridgeport, Connecticut 06601

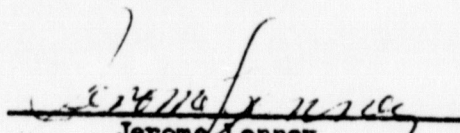
Dear Sir:

I am enclosing the Release and Assignment forms which
have been properly executed.

Please make the drafts payable to the funds involved and
mail them to me. I will then deliver same to the unions.

Thank you again for your courtesy and co-operation in
this matter.

Very truly yours,


Jerome Lenney
Sr. Public Work Wage Investigator

Encl.
JL:SS

DEFENDANT AETNA'S EXHIBIT G

Mr. Jerome B. Loney, Senior Investigator
State of New York
Department of Labor
300 Hamilton Avenue
White Plains, New York 10601

June 30, 1966

Dear Sir:

File No. A 7 SC 920 (Item 47)
Bond No. 7 S 380921 EC
Fabrisio and Martin, Inc.
Board of Education
Central School District No. 2
Mount Kisco, New York

Enclosed is our draft in amount of \$956.15 payable to the Westchester Bricklayers Insurance and Welfare Fund and Westchester Bricklayers Pension Fund for Local 27 in full satisfaction of its claim under the above captioned bond.

Very truly yours,

Michael J. Buckmir
Claim Representative

DEFENDANT AETNA'S EXHIBIT H.

THE AETNA CASUALTY AND SURETY COMPANY							
Hartford 15, Connecticut,							
No. 3 c 155015							
CLAIM NO. A7SC920 (Item 48)	BOND NO. 7 S 38091 BC	CLASS	1ST NOTICE 9-11-64	PREM. ST. 06 CT	PRODUCER Allied Realty	CODE 0110	
PRINCIPAL Fabrizio and Martin, Inc. Darien, Connecticut			<input checked="" type="checkbox"/> LOSS <input type="checkbox"/> EXPENSE <input type="checkbox"/> SALVAGE		<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> ASSUMED <input type="checkbox"/> CO SURETY A <input type="checkbox"/> CEDED		
OBLIGEE Board of Education, Central School District No. 2, Mount Kisco, New York			DATE 7-27-66		PAY \$58.10		
<p>PAYABLE THROUGH THE HARTFORD NATIONAL BANK AND TRUST COMPANY HARTFORD, CONNECTICUT</p> <p>TO THE ORDER OF Tile Layers Union Local 52 Room 1206 (Welfare and Pension Fund) 241 Church Street New York, New York</p> <p>IN FULL AND FINAL PAYMENT OF all bond liability for furnishing of materials and labor for the Bedford Middle School Job.</p> <p><i>Michael J. Buehler</i> AUTHORIZED REPRESENTATIVE</p> <p>01111003640018</p> <p>0000005810</p>							

3
AUGPAY ANY BANK
FRB BOSTON3
AUGPAY ANY BANK
FRB BOSTON

AUG

PAY ANY BANK, P.E.G.
The Chase Manhattan Bank
N.A. NEW YORK, N.Y.

AUG

AUG

PAY TO THE ORDER OF
THE CHASE NATIONAL BANK
OF NEW YORK
100 WALL STREET
NEW YORK, N.Y. 10038
BRANCH
TILE LAYERS UNION NO. 52, N.Y.
Insurance and Welfare Fund

FIELD COPY

RETAIN THIS COPY FOR FIELD USE.

No. 3 c 155015							
CLAIM NO. A7SC920 (Item 48)	BOND NO. 7 S 38091 BC	CLASS	1ST NOTICE 9-11-64	PREM. ST. 06 CT	PRODUCER Allied Realty	CODE 0110	
PRINCIPAL Fabrizio and Martin, Inc. Darien, Connecticut			<input checked="" type="checkbox"/> LOSS <input type="checkbox"/> EXPENSE <input type="checkbox"/> SALVAGE		<input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> ASSUMED <input type="checkbox"/> CO SURETY A <input type="checkbox"/> CEDED		
OBLIGEE Board of Education, Central School District No. 2, Mount Kisco, New York			DATE 7-27-66		PAY \$58.10		

Tile Layers Union Local 52
Room 1206 (Welfare and Pension Fund)
241 Church Street
New York, New York

IN FULL AND FINAL PAYMENT OF all
bond liability for furnishing of
materials and labor for the
Bedford Middle School Job.

Michael J. Buehler
AUTHORIZED REPRESENTATIVE

DEFENDANT AETNA'S EXHIBIT H

REPORT ON LABOR AND MATERIAL CLAIM

☐ Preliminary Report☒ Final ReportClaim No. A75C920 Principal Fabrizio and Martin, Inc.

Obligee

Carol J. Fabrizio
Carol Fabrizio
234 W. 41st St. N.Y.Item No. 48 Claimant Edgar W. Wain, Inc. 452

Address

240 Chambers St. N.Y. N.Y.

1. Amount Claimed \$ 629.86
2. Nature of work or materials Wages and Pension Fund for Dec 52
3. Claimant is a ☐ Subcontractor ☐ Materialman
4. Dun and Brad rating of Claimant if a Subcontractor _____
5. Furnished to ☐ Principal or to ☐ Subcontractor (Name) _____
6. Dates work performed or materials furnished - First Dec 1945 Last Feb 1946
7. Notice filed - Date 3/29/46 With Whom Arthur C. H. Description Wain
8. Total value of all work or material from start of job as claimed. \$ 629.86
9. Credits allowed by Claimant for payments on account \$ _____
10. Credits allowed for returned materials, etc. \$ _____
11. Balance claimed by Claimant \$ 629.86
12. Additional credits claimed by Principal \$ _____ *
13. Additional items in dispute \$ 71.76 *
14. Balance admitted by Principal \$ 58.10
15. Were all payments made by Principal applied properly? _____ *
16. Are any items not covered by bond? _____ *
17. Outstanding bills of Claimant if a Subcontractor - list attached \$ _____ *
18. Are any maintenance guarantees to be furnished by Claimant? _____ *
19. Data examined Principal's payroll records *
20. Remarks and Recommendations No recommended payment of \$58.10. See attached letter to union.

Report by

M. J. Bouchon

* Explain on separate sheet.

J. W.
7/1/46

DEFENDANT AETNA'S EXHIBIT H
Tile Layers Union, Local 52, N. Y.

INSURANCE AND WELFARE FUND

PENSION FUND

ROOM 1206 - 241 CHURCH STREET - NEW YORK, N. Y. 10013

Telephone: CAnel 6-5827

285

Certified Mail:

March 29, 1966

Mr. H. Wareham
Claims Division
Aetna Casualty & Surety Co.
111 Pearl Street
Hartford, Conn.

Re: Fabrizio & Martin, Gen. Cont.
Bedford Middle School
Mt. Kisco, N.Y.

Dear Sir:

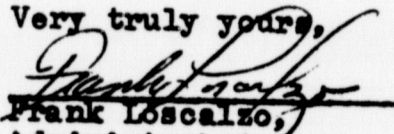
This is to inform you that the firm indicated above has defaulted on payments to the Insurance-Welfare and Pension Funds of this Union to the amount of \$ 64.94.

We have been advised to contact you with regard to this claim.

Please inform the writer as to what action should be taken to effect recovery of the monies due.

Thank you.

Very truly yours,


Frank Loscalzo,
Administrator

FL/

cc: Thomas McCormack,
Business Agent Local 52,

*add to 48
Hc 3/20/66*

DEFENDANT AETNA'S EXHIBIT H

April 6, 1966

Mr. Frank Lescalse
Tile Layers Union, Local 52, New York
Room 1206 - 241 Church Street
New York, New York 10013

Dear Sir:

File No. - A 7 SC 920
Fabrisio & Martin, Inc.
Middle School, Bedford, New York
Bond No. - 7 S 38091 SC

This will acknowledge receipt of your letter of March 29, 1966 addressed to our Hartford Office regarding your unpaid account with Fabrisio & Martin, Inc., our Principal on the above bond.

The bond furnished the Board of Education, Central School District No. 2, is the standard A. I. A. bond, and for the coverage we refer you to these forms.

We shall arrange for an early investigation of this matter. Meanwhile, since our present information is limited, you will appreciate that our attention to this should be considered without prejudice to the position of any party.

Very truly yours,

Michael J. Backmir, Claim Representative

MJB/cm

cc Home Office

DEFENDANT AETNA'S EXHIBIT H
Tile Layers Union, Local 52, N. Y.

INSURANCE AND WELFARE FUND

PENSION FUND

ROOM 1206 - 241 CHURCH STREET - NEW YORK, N. Y. 10013

Telephone: CAnel 6-5827

285

June 10, 1966

Aetna Casualty & Surety Co.
 4675 Main Street
 Bridgeport, Conn. 06601

Re: File # A 7 SC 920
 Fabrizio & Martin, Inc.
 Middle School, Bedford, N.Y.
Bond No. 7 S 38091 BC

Attn: Mr. Michael J. Buckmir,
Claim Representative.

Dear Sir:

Relative to your telephone conversation with Mr. Steele of this office, please be advised of the following.

My letter to your Mr. Wareham, dated 3-29-66, indicated that \$ 64.94 was due these Funds from the above captioned firm, however subsequent reports from our members indicate that additional monies are due, this is broken down as follows.

Tile Setter - Days Worked- Wages - Cont.Due

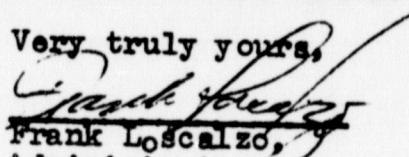
Al DeMarco - Dec.'65 - 19-\$811.68 - @ 8% = \$ 64.94
 G. Rosolen -

V. Erenzo - Jan'66 - 6 Days=\$ 256.32 @8% = 20.50
 " " - Feb. -13 " = 555.36 = 44.42

Total contribution = \$129.86

If any further information is required concerning this matter, please do not hesitate to contact this office as we are we are most anxious to resolve this matter.

Very truly yours,


 Frank Loscalzo,
 Administrator

DEFENDANT AETNA'S EXHIBIT H

Cruz

Feb 17 - 8 hr. 1
 10-16 40 hr 5
 3-9 40 5
 142 16 2
104
 13 day

20-26 - 4 day 32 17 against 19 days.

2 day missing

4272
 6 125632

42.74
17
 29918
4274
 72658
 08
58.1264
 58.13

DEFENDANT AETNA'S EXHIBIT H

June 13, 1966

Mr. Frank Loscalzo, Administrator
Tile Layers Union Local 52 - New York
Insurance and Welfare Fund & Pension Fund
241 Church Street
New York, New York 10013

Dear Sir:

File No. - A 7 SC 920
Bond No. - 7 S 38091 BC
Fabrizio & Martin, Inc.
Board of Education, Central School District No. 2

This is to confirm our recent phone call to your office in which I requested that you provide the weekly time sheets and supporting calculations which form the basis of your claim of 369.9%.

Very truly yours,

Michael J. Buckmir, Claim Representative

MJB/em

cc Max Greenberg, Esq.
30 Vesey Street
New York, New York

Raymond Baldwin, Esq.
855 Main Street
Bridgeport, Conn.

J.R.Walker, Atty.
Home Office

DEFENDANT AETNA'S EXHIBIT H

July 18, 1966

Mr. Frank Lescaine
Tile Layers Union
Local 52
Room 1206
241 Church Street
New York, New York - 10013

Dear Mr. Lescaine:

A7 88 920
Item 48
Fabrizio & Martin, Inc.
Middle School
Bedford, New York
Road Number: 7 S 38091 BC

This is to confirm our recent phone conversation on the Welfare & Pension Funds due Local 52 in connection with the above captioned matter.

We have reviewed the payroll records of Fabrizio & Martin, Inc. The only tile worker listed in these records is V. Erenne. The records show he worked a total of 17 days, 13 days in January, 1966 and four days in Feb., 1966. Your claim for Mr. Erenne was for \$66.92 based on 19 days of work. We calculate the amount due as \$58.10 for 17 days work.

There is no record of the tile setters, A. Bellareo and G. Rosolan in Fabrizio & Martin's payroll list for December, 1965. We must respectfully deny your Welfare & Pension Fund claim of \$64.94 for these two workers on the basis that they were not employed by our principal.

Enclosed are the Release & Assignment forms in the amount of \$58.10. Upon receipt of such properly signed by an authorized representative of your Union, a draft in that amount will be forwarded to you. Four copies are enclosed. Please see that they are duly signed and notarized. Return three to me. One is provided for your records.

Yours very truly,

mjb/rup

Michael J. Buchsair, Claim Representative

cc: J. A. Walker, Sr. Atty.
H.O. 61.

Atty. Baldwin - Atty. Greenberg

DEFENDANT AETNA'S EXHIBIT H

Mr. Frank Loscalzo
Tile Layers Union Local 52
Room 1206
241 Church Street
New York, New York 10013

July 27, 1960

Dear Sir:

A 7 30 920 (Item 48)
Fabrizio and Martin, Inc.
Middle School
Belford, New York
Bond No. - 7 5 3 491 80

Enclosed is our draft in amount of \$58.10 payable to the Welfare and Pension Fund of your local in full satisfaction of its claim under the above captioned bond.

Very truly yours,

Michael J. Buckair
Claim Representative

DEFENDANT AETNA'S EXHIBIT I.

Aetna *Green*

No. M11998360 51 44
111

Territory				Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym.	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off. Code	Class	Ltrs.	Serial No.	Suffix	
State City County Rate																							
Insured or Principal & Address Fabrizio & Martin, Inc.				Agency/ Code 0210		Name Allied		Off. Code Symbol Ser. No. Suffix 7538091 BC															
Claimant or Obligor & Address Bd. of Ed. Central School Distr				Site Code 088		Exp. Date		Date of 1st Notice		Date of Draft		Date of Loss		Date of Draft		Date of Draft		Date of Draft		Date of Draft		Date of Draft	
Payable through HARTFORD NATIONAL BANK AND TRUST COMPANY				Name and Age of Driver		Direct <input type="checkbox"/> Assumed <input type="checkbox"/>		Co. Surety A <input type="checkbox"/> Ceded <input type="checkbox"/>		PAY \$12,988.20													
To the order of Max E. Greenberg, Trayman, Harris, Cantor, Weiss & Blasky				In Satisfaction of legal services San Marco		Item 51 Fee: 12,500		From Disb: Through		1 <input type="checkbox"/> Ind. Dam		2 <input type="checkbox"/> Med		3 <input checked="" type="checkbox"/> Exp.		4 <input type="checkbox"/> Final		5 <input type="checkbox"/> Sal					
Hartford, Conn.				New York, New York 1007																			

Aetna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company

"119983608" 10111003690 000000018"

"0001298820"

(8783-Z) 1-68

ANY BANK
BOSTON
07 9492

910000
30 JAN

29 JAN

119 PAY TO THE ORDER OF
National Bank of North America
MAX E. GREENBERG, TRAYMAN, HARRIS
CANTOR, WEISS & BLASKY
30 JAN 1-0053-1-9

DEFENDANT AETNA'S EXHIBIT I

Aetna Casualty & Surety Company
 4675 Main Street P. O. Box 1980
 Bridgeport, Conn. 06601

Attention: Mr. Michael J. Buckmir

January 15, 1969

ada. San Marco (re: Fabrizio)

as indicated \$12,500.00

Disbursements:

2/26/68	- Telephone call to Conn.	\$ 3.58
2/28/68	" " " "	5.57
3/1/68	" " " "	1.38
3/1/68	" " " "	3.03
3/20/68	" " " "	.83
4/5/68	" " " "	1.33
4/25/68	" " " "	3.74
5/10/68	" " " Southampton	1.43
5/31/68	" " " "	2.26
6/7/68	" " " Conn.	1.27
6/7/68	" " " "	1.27
6/13/68	" " " "	1.43
9/13/68	" " " Southampton	.94
2/13/68	Car mileage to White Plains	6.75
2/28/68	" " " " "	9.95
3/4/68	" " " " "	11.60
3/18/68	" " " " "	9.40
3/26/68	Index Number	5.00
3/26/68	Index Number in Federal Court	15.00
4/24/68	Car mileage to White Plains	9.65
6/10/68	" " " " "	9.50
9/19/68	" " " " "	9.75
9/20/68	" " " " "	10.70
10/9/68	" " " " "	9.80
12/2/68	" " " " "	10.65
12/27/68	" " " " "	9.70

Photostats 310.25

Misc. Disb. (fares, postage, local
 calls, etc.)

22.34 488.20

Total \$ 12,938.20

DEFENDANT AETNA'S EXHIBIT I

Aetna Casualty & Surety Co.

-3-

January 17, 1968

- February 22, 1968 - Continued work on draft of answer, defenses and motion for intervention.
- February 23, 1968 - Interoffice conference relative to cross-claim; worked on affidavit and brief in support of order to show cause; corrected and modified draft of answer, order to show cause and affidavit; conference with attorney for principal discussed our stipulation for intervention, attorney was happy with our intervention; interoffice conference relative to second cross-claim on bond; continued work on memorandum in support of motion; telephone conference with Mr. Walker; further interoffice conference relative to cross-claim; interoffice conference relative to cross-claim against principal.
- February 27, 1968 - Continued work on memorandum of law; checked answer and corrected same; checked additions to answer; conference with Dana; checked White Plains office relative to underwriting; signed affidavit; conference with attorney for principal who received our proposed answer, would like us to drop cross-claim against principal; discussed various alternates to our cross-claim which they would consider.
- February 28, 1968 - Attended Supreme Court at White Plains; had order to show cause signed; served attorney in White Plains; interoffice conference relative to principal's proposal relative to withdrawing cross-claim; telephone conference with Walker, he does not desire cross-claim withdrawn; conference with attorney for principal, advised we could not withdraw cross-claim, they will oppose our intervention; called secretary for Judge concerning order to show cause.
- February 29, 1968 - Conference with attorney for principal relative to order signed, position of case on calendar; discussed defenses; called Clerk of Court relative to note of issue.
- March 1, 1968 - Telephone conference with Walker, we will withdraw cross-claim and stipulate for deposit of fund in event of recoveries on counterclaim as a trust to pay us subject to defenses of Fabrizio and subject to attorney's fees; conference with attorney for plaintiff, they will not consent to intervention; they will apply for adjournment; conference with attorney for principal, discussed cross-claim; interoffice conference relative to cross-claims; further conference with attorney for principal: we will withdraw

DEFENDANT AETNA'S EXHIBIT I

Aetna Casualty & Surety Co.

-4-

January 15, 1968

ment to hold any funds recovered in escrow for payment on a trust fund on this project to Aetna as subrogee for claimants paid subject to attorney's fees, etc.

- March 4, 1968 - Attended Supreme Court in White Plains; discussed with Judge and his secretary concerning application for intervention; defendant applied for adjournment to May; decision reserved on our motion; conference with attorney for plaintiff; conference with attorney for principal, he will forward copy of discontinuance in Federal Court.
- March 6, 1968 - Received letter from Walker confirming procedures relative to San Marco; interoffice conference relative thereto.
- March 7, 1968 - Checked records relative to San Marco action in Federal Court; stipulation of discontinuance was signed December 8, 1967 and so ordered January 2, 1968, filed January 3, 1968; requisitioned file, went through same; made copies of orders.
- March 14, 1968 - Conference with attorney for principal concerning disposition of motion to intervene, there was no decision yet; discussed a Court appearance on Monday; will consent to adjournment.
- March 21, 1968 - Called Aetna Casualty & Surety Co. concerning removal undertaking to Federal Court; drafted removal petition, affidavit and notice; affidavit of service for removal to U. S. District Court.
- March 25, 1968 - Called Dana relative to removal bond.
- March 26, 1968 - Proofread petition for removal and affidavit in support of petition; wrote Clerk of Westchester County; called Carew relative to removal bond; attended Federal Court and filed notice of removal and affidavit; served papers on attorneys for plaintiff and County Clerk of Westchester.
- April 2, 1968 - Court granted our motion to intervene.
- April 12, 1968 - Dictated order; wrote Buckmir; dictated agreement between principal and our office relative to escrow, etc.

DEFENDANT AETNA'S EXHIBIT I

Aetna & Surety Co.

-5-

January 15, 1969

- April 16, 1968 - Checked order and corrected same; telephone conference with Judge's secretary; wrote Judge relative to order; served various attorneys.
- April 17, 1968 - Wrote Walker; conference with attorney for principal concerning order and further disclosure; advised him no new matter was pleaded, we simply pleaded their counterclaim as a set off; filed note of issue.
- April 23, 1968 - Advised attorney for principal order was signed; discussed stipulation.
- April 24, 1968 - Attended Supreme Court Westchester County; straightened out questions concerning order which was entered.
- April 25, 1968 - Telephone conference with Walker relative to agreement with principal; he does not want joint control; discussed other terms of agreement.
- April 30, 1968 - Received letter from Walker concerning agreement with principal; conference with attorney for principal; discussed changes desired by both of us.
- May 9, 1968 - Further discussion with Walker relative to escrow agreement.
- May 10, 1968 - Checked files, agreements, Walker's letter; called attorney for principal; interoffice conference relative to proposed agreement with principal and suggested modifications; wrote Walker; conference with attorney for principal concerning proposed agreements and various objections made; called attorney for plaintiff relative to extension of time; wrote attorney for plaintiff enclosing stipulation; served order and notice of entry.
- May 12, 1968 - Prepared modification of proposed escrow agreement;
- May 13, 1968 - Called attorney for principal; discussed modification of escrow; called Walker, discussed modification of escrow.
- May 14, 1968 - Checked final typed stipulation, wrote attorney for principal forwarding same.
- May 17, 1968 - Conference with attorney for Board of Education, he will sign stipulation.

DEFENDANT AETNA'S EXHIBIT I

and Casualty & Surety Co.

-6-

January 15, 1969

- May 21, 1968 - Received stipulation from attorney for principal for extension of time to answer.
- May 31, 1968 - Received and examined modification to stipulation by attorney for principal; interoffice conference relative thereto; forwarded same to Walker.
- June 7, 1968 - Called attorney for principal; discussed case on calendar; called Walker, he discovered other bonds on which we suffered losses; our agreement refers only to one bond; conference with attorney for principal relative thereto; they had no recollection of other bonds; called Walker obtained details of two other projects; went over modifications of agreement; discussed same with attorney for principal.
- June 10, 1968 - Attended Court at White Plains; adjourned case to October Term; conference with attorney for plaintiff.
- June 12, 1968 - Received executed original copies of agreement and examined same; wrote attorney for principal.
- June 13, 1968 - Called Dana relative to discharge of lien bond; he advised it was written through the White Plains office. Called Davis at White Plains and discussed his recollection of transaction; called Walker, he has original application; gave me details; drafted revised answer.
- June 14, 1968 - Received from Walker copy of indemnity agreement and examined same; checked answer, made corrections, prepared affidavit of service; conference with Dana, had answer verified; served all attorneys, prepared affidavits of service.
- July 1, 1968 - Attorney for plaintiff called relative to extension to reply.
- July 11, 1968 - Called attorney for principal, he will forward agreement to Fabrizio for signature.
- July 24, 1968 - Received demand for bill of particulars; compared answer and demand for bill of particulars; checked file for information required for demand for bill of particulars; interoffice conference relative thereto; conference with attorney for plaintiff, agreed we should move against demand

DEFENDANT AETNA'S EXHIBIT I

Aetna Casualty & Surety Co.

-7-

January 15, 1968

for bill of particulars; researched law; called attorney for principal for a copy of note of issue and certificate of readiness; prepared notice of motion; worked on affidavit in support of motion.

July 25, 1968 - Called attorney for principal relative to copies of documents required; drafted affidavit in support of motion; drafted brief.

July 26, 1968 - Received documents required from attorney for principal; called Special Term Clerk for motion days; prepared note of issue.

July 29, 1968 - Checked over affidavit in support of motion; prepared additions and modifications; served all parties; prepared affidavits of service.

July 30, 1968 - Checked note of issue; wrote Supreme Court Clerk forwarding note of issue.

August 5, 1968 - Received receipt from Supreme Court Clerk.

August 8, 1968 - Attorney for plaintiff called relative to adjournment of motion and service of opposing papers. Called attorney for principal relative to adjournment.

August 13, 1968 - Received affidavit in opposition to motion to preclude and examined same; interoffice conference relative thereto; worked on draft of reply affidavit; interoffice conference relative thereto and relative to legal points involved; conference relative to proposed motion for vacation of notice of pendency, discharge of lien and bond, etc.; began work on affidavit in support of motion for summary judgment.

August 15, 1968 - Served reply affidavit; prepared affidavit of service; worked on affidavit in support of motion for summary judgment; research of law in support of motion for summary judgment; telephone conference with Walker relative to motion concerning bill of particulars; worked on brief in support of motion for judgment.

DEFENDANT AETNA'S EXHIBIT I

Aetna Casualty & Surety Co.

-3-

January 15, 1968

- August 16, 1968 - Worked on affidavits, notice of motion and brief.
- August 19, 1968 - Attended Supreme Court, Westchester County on motion to vacate demand for bill of particulars and for protective order; conference with Judge's secretary relative to time for motion for judgment.
- August 20, 1968 - Interoffice conference relative to affidavit and memorandum on motion for judgment; modified same; researched additional cases.
- August 21, 1968 - Received proposed order indicating our motion to vacate demand for bill of particulars would be denied; interoffice conference; decided to answer demand for bill of particulars.
- August 22, 1968 - Further research and modifications of brief on motion to discharge bond; called County Clerk at White Plains, he received no decision as yet. Later he found decision; conference with attorney for plaintiff relative to decision concerning demand for bill of particulars; served notice of motion to discharge bond, etc. on all attorneys, prepared affidavit of service.
- August 23, 1968 - Wrote Clerk of Supreme Court, Westchester County forwarding note of issue.
- August 26, 1968 - Conference with attorney for principal concerning motion to preclude and motion to vacate order extending lien; discussed demand for bill of particulars; they will work with us.
- August 27, 1968 - Received receipt from Clerk of Westchester of note of issue; research and interoffice conference relative to possibility of amendment to include claim on payment bond as distinct from lien bond.
- August 29, 1968 - Received letter from attorney for principal relative to assignment; examined same; called attorney for principal; confirmed appointment; checked papers re bill of particulars, pleadings, etc.; called attorney for plaintiff, motion adjourned; called Special Term Clerk relative to adjournment; worked with attorney for plaintiff on bill of particulars.

DEFENDANT AETNA'S EXHIBIT I

Aetna Casualty & Surety Co.

-9-

January 15, 1968

- September 3, 1968 - Received letter from attorney for principal relative to our motion; received cross-motion from Board of Education contending that our bond is liable though the lien is not enforceable on judgment on contract; research relative to contentions made by Board of Education; conference with attorney for principal relative thereto; interoffice conference relative thereto; received letter from attorney for principal relative to our motion; called Clerk of Supreme Court concerning adjournments; wrote various attorneys concerning adjournments.
- September 4, 1968 - Worked on affidavit in opposition to cross-motion by Board of Education; worked on brief in opposition to cross-motion; conference with attorney for principal concerning opposing motion; discussed citations with him.
- September 5, 1968 - Interoffice conference relative to affidavit and memorandum in opposition to cross-motion; modified and re-drafted same; attorney for plaintiff called relative to further adjournment; conference with attorney for principal concerning opposition to cross-motion; he desires to keep Board of Education in.
- September 6, 1968 - Checked draft of papers on reply to cross-motion.
- September 9, 1968 - Further modification of brief in opposition to cross-motion.
- September 12, 1968 - Interoffice conference relative to opposition to cross-motion; further research concerning possibility of amendment to claim on payment bond.
- September 13, 1968 - Received papers in opposition to cross-motion by principal; interoffice conference relative to contention surety was not a necessary party to the action and therefore agreement to extend lien was not required to be executed by it; discussed our contention it is equivalent to a collusive agreement not to present proper defenses to claim; discussed possibility of claim on separate \$34,000.00 payment bond; researched law on bonds of guarantee and amendment of pleading; discussed effect of illegal contract on \$34,000.00 payment bond.

DEFENDANT AETNA'S EXHIBIT I

Aetna Casualty & Surety Co.

-10-

January 11, 1969

- September 15, 1968 - Worked on reply affidavit and brief.
- September 16, 1968 - Examined draft affidavit and memorandum in reply to our motion for judgment; modified same.
- September 17, 1968 - Interoffice conference relative to motion for judgment; added additional point.
- September 18, 1968 - Served papers on all attorneys; prepared affidavits of service; worked on preparation for argument.
- September 19, 1968 - Attended Supreme Court Westchester County on motion; attorney for plaintiff insisted on adjournment; arranged with various attorneys and clerk for hearing on adjourned date.
- September 20, 1968 - Attended Court on application to suspend rules on one-day adjournments so that oral argument could be made; request granted and motion argued; conference with attorney for principal relative thereto.
- September 26, 1968 - Worked on preparation of bill of particulars.
- October 8, 1968 - Telephone conferences with attorney for principal and Board of Education; case on calendar.
- October 9, 1968 - Attended Court at White Plains; explained situation to Clerk relative to motion pending.
- November 1, 1968 - Worked on bill of particulars.
- December 2, 1968 - Attended Supreme Court Westchester; applied for adjournment based on motion pending.
- December 2, 1968 - Attended Westchester Supreme Court; discussed pending motion with Judge's secretary.
- December 16, 1968 - Received decision granting our motion dismissing complaint as to Aetna but continuing as to other parties to stipulation extending lien.
- December 17, 1968 - Worked on order granting our motion; interoffice conference relative thereto; wrote Walker relative to decision, etc.

DEFENDANT AETNA'S EXHIBIT I

Aetna Casualty & Surety Co.

-11-

January 15, 1968

- December 18, 1968 - Checked and corrected order; served with notice of settlement; prepared affidavits of service.
- December 23, 1968 - Received counter order which grants provision for discharge of bond though granting motion to dismiss complaint; interoffice conference relative thereto; call Judge's secretary.
- December 24, 1968 - Attended Judge's Chambers in White Plains; discussed with law secretary order and counter order; our forms will be signed; checked with County Clerk relative to entry of order; served order and notice of entry.
- December 26, 1968 - Prepared judgment and bill of costs.
- December 27, 1968 - Wrote Aetna; served judgment with notice of entry on all parties.

There were a total of 294 hours time spent on this matter. Several legal questions were involved relative to the binding effect on the surety of a binding agreement by its principal to extend the time for entry of an order extending a valid notice of lien.

DEFENDANT AETNA'S EXHIBIT I

Aetna Casualty & Surety Co.

Att: Mr. Michael J. Walker

-2-

January 15, 1968

- February 8, 1968 - Conference with attorney for principal relative to action about to be tried in Westchester County; discussed time limit on bond in action in Federal Court which was discontinued; discussed details of action pending, counterclaim, etc.; checked bond; checked CPLR relative to voluntary discontinuance and effect on commencement of another action; further conference with attorney, he advised action is to foreclose a lien which had been bonded by us.
- February 9, 1968 - Received copy of complaint, answer, notice of pendency, etc. and examined same; investigated concerning filing of notice of lien in May 1965, docketed June 2, 1965, order continuing lien January 14, 1966; commencement of action after December 2, 1965; interoffice conference relative thereto; research of law relative to continuance of lien; conference with attorney for principal relative to various legal questions involved; obtained information concerning stipulation entered into between parties permitting continuation of lien; discussed merits of counterclaim and payment; advised plaintiff had a good claim, apparently payments were made by the owner subsequent to the bonding of the lien.
- February 14, 1968 - Received copy of bond; wrote attorney relative to legal and factual questions involved; wrote Buchair.
- February 13, 1968 - Attended County Clerk's office in White Plains; checked files; obtained copies of order and stipulation extending lien; research; interoffice conference; conference with attorney for principal concerning preparation for trial. In addition to bond there was a guarantee of Aetna for payment to San Marco without time limitation in the sum of \$34,000.00.
- February 19, 1968 - Telephone conference with Walker; discussed various legal questions involved and effect of invalidity of original contract; additional research; interoffice conference relative to intervention.
- February 20, 1968 - Conference with attorney for principal; worked on motion to intervene and proposed answer and memorandum of law.

DEFENDANT AETNA'S EXHIBIT J.

Aetna No. M 10590433 51-44
111

Agency	Code	Name	Off. Code	Symbol	Ser. No.	Suffix
Fabrizio & Martin, Inc.	0110	Allied Realty	7 S	38091	BC	

Agency/ Code Name
0110 Allied Realty

Broker Code ☐ None ☐ AF ☐ NF Date of 9-11-64 Loss 9-11-64
Date of 7-10-68

Name and Age of Driver ☐ Direct ☐ Assumed ☐ Co. Surety A ☐ Ceded

PAY \$20,353.65**

In Satisfaction of Legal Services Rendered Period 3-30-66 to 4-5-68
From fee: 20,000 Through Disb: 353.65

Michael J. Buchner By Authorized Representative

To the order of: Attorney Max E. Greenberg
30 Vesey Street
New York, New York 10007

68197

Aetna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company

1105904332 0000000018 0002035365

(9783-Z) 1-68

PAY ANY BANK
FEB BOSTON
5-1 1968

PAY ANY BANK
FEB BOSTON
5-1 1968

PAY ANY BANK
FEB BOSTON
5-1 1968

PAY ANY BANK
FEB BOSTON
5-1 1968

12 JUL

Max E. Greenberg
30 Vesey Street
New York, N.Y. 10007

DEFENDANT AETNA'S EXHIBIT J

Aetna Casualty and Surety Company
 4675 Main Street
 P. O. Box 1980
 Bridgeport, Conn. 06601

June 26, 1968

Att: Mr. Michael J. Buckmir, Administrative Ass't.

Re: Fabrizio & Martin

Services as Indicated for Period March 30, 1966 to
 April 3, 1968 \$20,000.00

4/5/66	Telephone call to Connecticut	\$ 1.26
4/11/66	" " " "	.72
4/13/66	" " " "	1.16
4/14/66	" " " "	1.49
4/15/66	" " " "	1.32
4/25/66	" " " "	1.05
7/11/66	" " " "	.55
7/14/66	" " " "	1.93
7/27/66	" " " "	2.81
9/26/66	" " " "	.72
10/7/66	Trip to Bedford, New York - (DAT) car, tolls and parking	14.10
10/21/66	Telephone call to Connecticut	.94
2/2/67	" " " "	1.38
2/3/67	" " " "	1.38
5/16/67	" " " "	1.71
5/17/67	" " " "	1.38
5/18/67	" " " "	.94
6/5/67	" " " "	1.16
6/8/67	Trip to White Plains (DAT) car, tolls, parking and meals	17.20
6/8/67	Telephone call to Connecticut	1.05
7/7/67	" " " "	1.49
8/30/67	" " " "	2.92
	Photostats	243.85
	Misc. Disb. (fares, postage, local telephone calls, etc.)	50.64
		<hr/>
		353.65
		<hr/> \$20,353.65

DEFENDANT AETNA'S EXHIBIT J

SCHEDULE OF SERVICES RENDERED

Re: Fabrizio-Martin, Inc. re Bedford-Middle School

- 3/30/66 Telephone conference with Mr. Wiley. Arranged appointment.
- 4/1/66 Conference with Mr. Wiley and Mr. Buckmir; went over facts; called attorney for principal and discussed matter; called attorney for Board and discussed matter.
- 4/2/66 Conference with Fabrizio and his attorney; went over entire situation; arranged meeting with attorney for Board; we will reserve claims; verified claims were served on the Board. They can complete the portion required for use July 1, provided they have coordination of the mechanical trades; they will permit the Board to reserve claims for the cost of preparing plans, etc. for re-bid - they do not want the surety to participate in the agreement with the Board that it will advance funds - they will obtain the status of all subcontracts.
- 4/5/66 Conference with attorneys for Fabrizio, Fabrizio and his brother, the superintendent, attorney for the Board and the Clerk of the Works. They are willing to arbitrate all disputes at the conclusion of the work but in the meantime want to deduct liquidated damages; we refused but indicated we would inquire if they could reserve claim for liquidated damages. Telephone conference with Mr. Wiley;- we will check if it is satisfactory to the Board to withhold claims for liquidated damages until final payment. Mr. Wiley called and indicated that would be satisfactory to him. We want security for advances. Called attorney for the Board.

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2.

- 4/6/66 Called attorney for Fabrizio - advised him we would go along with deduction for liquidated damage from the final payment and would agree to arbitrate. We are waiting to hear from the attorney for the Board.
- 4/7/66 Received memorandum from Aetna as to conversations concerning postponement of liquidated damages, etc.; called attorney for the Board several times-left messages.
- 4/8/66 Called attorney for the Board.
- 4/11/66 Called attorney; the Board has not arrived at a decision as yet. They are still taking bids.
- 4/11/66 Telephone conference with Mr. Buckmir; telephone conference with attorney for Fabrizio; attorney for Board called; the bid opening is this afternoon and they want to see what will happen. They will let me know tomorrow. There will be an official meeting Wednesday.
- 4/12/66 Telephone conference with Mr. Wiley; discussed Mars Normel bid of \$403,000.00 to complete. Called attorney for Fabrizio.
- 4/13/66 Called attorney for Fabrizio; discussed completion by Mars Normel; suggested proceeding on claims immediately and demanding arbitration; called Buckmir; advised there was \$211,000.00 left in the contract; he will inform me if he should participate on claims; discussed assets of Fabrizio and a lien by a creditor; discussed exculpation; Buckmir called - I am to participate on claims also proceed on exculpation and get CPA who will also send lien information. Called attorney for Fabrizio.
- 4/14/66 Attorney for Board called-advised they are re-letting the contract - they have divided it into general construction and site work
\$403,000.00 is cost plus an upset price for a general construction with 75% of the saving for

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3.

Board; the subs will complete at the balance of their contract price and for the value of work done during the last six weeks; they are paying the sub's requisitions submitted in February and a number of them are receiving their retainer on final payment. On site work Fabrizio had two subcontractors; McNamee had a \$91,000.00 contract with \$62,000.00 balance. He will complete as a prime contractor. The landscaper has \$20,000.00 balance and made the same agreement. A third contract was made at an upset of \$25,500.00 for direct items being performed by Fabrizio. The total is \$510,000.00. They are paying on the February payment \$15,000 to \$20,000 to subcontractors in addition to the above plus a retainage of about \$25,000 to \$30,000. The total may be \$550,000. There will also be additional expense for the Architect, legal fees, etc. They have about \$500,000.00 left in Fabrizio's contract. They claim Fabrizio's contentions were settled with a supplemental agreement a year ago. The only ground for termination was retainer of liquidated damages on the February requisition. He has a schedule of all payments indicating they were timely. Everything is well organized. All subcontractors will file claims. We may owe sums to subcontractors through January possibly \$10,000-\$15,000. He believes the whole claim could be settled for \$75,000. At present, they have a claim of \$506,000-\$510,000. Bradhurst is the landscape man; McNamee is on site work. They want \$60,000.00 to settle; called attorney for Fabrizio relative to the above. We will check for sums owed subs with Fabrizio; called Wiley and advised him as to the above. Wrote Buckmir.

4/15/66

Received copy of communication of Aetna to the Board claiming assignment of funds; received letter from Aetna as to participating in claims against the Board; enclosing attachment of Nuroco, etc.; wrote Buckmir; called Buckmir and discussed claim of Fabrizio of delay damage against Nuroco; Fabrizio objects to payment to

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4.

Nuroco; advised concerning sales tax; explained reliability as to sales tax; called attorney for Board - Board may run short; may need over \$100,000; have an unused bond appropriation - the cost may be about \$70,000 over the Fabrizio money. It might pay both if the Board assumes part of the damage. Board would pick up about 30% including subs, we would pay \$100,000 and the Board would allow 30%. The Board has \$250,000 for unused bonds. We will discuss it with the Board tonight and get figures. Called Buckmir and left message.

- 4/15/66 Examined indemnity agreement. It does not contain exculpatory clauses.
- 4/16/66 Wrote Aetna relative to modifying form and relative to possible 70% settlement.
- 4/15/66 Wrote Buckmir relative to information as to items involved in attachment by Nuroco.
- 4/18/66 Telephone conference with Buckmir. Discussed possibility of 70% settlement. Fabrizio is making difficulty relative to records. Called attorney - advised them we want to examine all records.
- 4/19/66 Buckmir called - Fabrizio stated he will see his attorney next week. He owes the agent \$6,000.00. They will cancel all his policies. I will check agreement concerning examination of books and records; I will check his banks on his statements; advised we may not sue at present without having sustained damage unless there are provisions for exculpation; telephone conference with Wiley; Fabrizio is disposing of assets; suggest a local attorney check the transfers - the home office has an application including an assignment and hold harmless clauses. I advised they start action in Connecticut and get an attachment.
- 4/20/66 Received copy from Board claiming no sums will be due Fabrizio due to its default.

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5.

- 4/21/66 Received commercial agency report and examined the same; Bradley called from Connecticut; discussed immediate attachment and action in Connecticut; called attorney for Board; Buckmir called and gave me list of equipment left at the Board.
- 4/22/66 Telephone conference with Buckmir; he is forwarding all correspondence; advised no bills be paid until we know contract prices on completion with Board.
- 4/24/66 Examined correspondence submitted.
- 4/25/66 Telephone conference with Buckmir. He received telegram from Board refusing permission to inspect the site. I will contact attorney for Board; discussed attachments in Connecticut; he will check whether Walker has my letter giving completion prices; called attorney for Board.
- 4/26/66 Called attorney for Board. He will send me figures on prices to subs. Subs claim over \$100,000 for work prior to February; also some claim delay damage; on supplemental agreement bonding company agreed to be liable for such damage; he will send me a copy of supplemental agreement; they are still interested in the possibility of a 70% settlement.
- 4/27/66 Telephone conference with Buckmir; he has Watkins completion agreement; told him Yavner is getting completion prices for the subs; Yavner will permit him to visit site to see all equipment.
- 4/28/66 Received letter relative to refusal of Board to permit inspection of equipment; copy to Walker relative to status of attachments; wrote relative to schedule of completion contracts to be forwarded us.
- 4/29/66 Received copy of memorandum to Walker.

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6.

- 5/2/66 Telephone conference with Buckmir; he is paying some claims; advised not to pay until we know amount being paid sub for completion; he has Board's agreement for completion of these subs; Watson \$16,130; Builder's Hardware \$14,833.35; he will take release and assignment and send me papers; Walker wants to know if we can then move against Fabrizio's bank account - he is a non-resident and we may attach.
- 5/6/66 Telephone conference with Buckmir; they are proceeding in Connecticut for a writ to compel an examination of records; I approved; I will call attorney for Board relative to information received from the Board; will speak to attorney for Fabrizio relative to records.
- 5/10/66 Received copy of communication from Bradley to Aetna concerning action against Fabrizio relative to records.
- 5/13/66 Telephone conference with attorney for Builders Wood Flooring Co. Advised we had difficulty getting examination of Fabrizio's books. I want a copy of contract with the Board to complete. Advised Board is paying from February 1 and if his client says to the contrary he should check with the Board; received from Aetna letter relative to liability for Union Welfare Fund; received sales tax; copy of letter to Fabrizio relative to inspection of books; telephone conference with Buckmir relative to contention by Board that it is entitled to entire retainer. Advised this is so unless the contract provides for its use to pay the cost of completion - should see phraseology in contract. Examined law - wrote Buckmir citing cases relative to Welfare Fund; sales taxes; forfeiture of contract balances, etc.
- 5/16/66 Received copy of assignment from Universal Builders Supply.
- 5/20/66 Received memorandum to Walker relative to application by Board of retainer to cost;

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7.

relative to attorney for Fabrizio attempting to get examination of job accounts, etc.; wrote attorney for Board relative to details of completion contracts; wrote Buckmir.

- 6/1/66 Received and examined report of meeting with Fabrizio and Aspinwall's attorney. Wrote Buckmir advising action in court may be stayed pending arbitration; conference with attorney for Fabrizio; he will give us copy of claim against Board and supplemental agreement. Fabrizio left the job about March 4, with approximately \$240,000 in work on about \$2-1/2 million job; discussed some of the problems; he said supplemental agreement contained provision of liquidated damages; called attorney for Board.
- 6/2/66 Called attorney for Board.
- 6/3/66 Received letter and copy of summons and complaint from Conn. attorneys. He is against Fabrizio; checked same; inter-office conference relative thereto; called attorney for Fabrizio.
- 6/6/66 Received copy of arrangement to examine books relative to creditors; telephone conference with attorney for Fabrizio relative to examination of records; wrote Connecticut attorneys; received a memorandum relative to operation of Fabrizio.
- 6/8/66 Telephone conference with Buckmir; he is examining the books; discussed 30-day period within which to sue; advised it was period we must wait but need not sue in 30 days. As to retained percentage if the Board did not make a contract pay we must but not to pay until we obtain details.
- 6/9/66 Received copy of letter of Fowler to Plastcrete and Adams.
- 6/13/66 Called attorney for Board; called attorney for Fabrizio; material is ready; attended office of attorney; obtained specifications, contract,

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8.

- supplemental agreement, claim against Board; received and examined letter to Ciampi forwarding assignment, etc. on payment of \$1638.
- 6/14/66 Called attorney for Board; inter-office conference; wrote Buckmir concerning copies of instruments; examined the supplemental agreement; claim, specifications, etc.; contract provides for payment of excess over cost of completion; discussed suit by Shorenstein - we will cross-claim.
- 6/15/66 Wrote to Buckmir; attorney for Board; attorney for contractor.
- 6/20/66 Received assignment and forms sent to Port-O-San Corp. and Scapolito.
- 6/21/66 Received copies of correspondence relative to payment of claim and checked over same.
- 6/23/66 Telephone conference with Buckmir relative to memorandum sent down; discussed appointment at attorney's office; discussed retainage problems; wrote to Buckmir with draft of letter to supplier and materialmen; discussed with Buckmir delivery of louvres after job was stopped but for which our superintendent signed; it was installed by Mars - Normel; advised creditor may claim against Mars; received memorandum relative to retainer on settlements, etc. Received various releases, etc.
- 6/24/66 Examined and modified letter to Buckmir.
- 6/25/66 Received letter relative to attendance at attorney for Fabrizio office on preparation of claims; relative to sale of Fabrizio's home.
- 6/27/66 Went over file in preparation for conference at attorney's office.
- 6/28/66 Received copies of correspondence to Arrow Lover and to Port Chester Iron Works; met with attorneys for Fabrizio; started working on claim against School District; conference with Buckmir

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9.

relative to inability to obtain information from attorney for Board.

- 6/30/66 Received memorandum relative to claim of Corcoran Glass; relative to Plasticrete; memorandum from Walker relative to completion of subcontracts, etc. and examined same.
- 7/1/66 Received copies of claims paid and examined same.
- 7/7/66 Received correspondence relative to San Marco claim; relative to appraisal of Fabrizio's home.
- 7/11/66 Telephone conference Buckmir; he received agreement from attorney for Fabrizio who will forward copy; two buildings are complete; the central building and A Building requires some electrical work; the gymnasium will take about one month more.
- 7/13/66 Received copies of letter and release.
- 7/14/66 Telephone conference with Buckmir relative to our suggested form of letter; advised him to change guarantee from immediate payment to we will consider payment if the creditor will accept; discussed suggested partial release and partial payment; advised that we were making full payment exclusive of retainage; advised that school superintendent was fired and a member of the Board is hostile to Fabrizio and resigned; the superintendent may be a good witness for us. Suggested he make copies of article in newspaper - we will pass it on to attorney for Fabrizio. It could be favorable if the superintendent turns out to be a hostile witness to the Board.
- 7/18/66 Received contract; received newspapers clippings and examined same.
- 7/20/66 Received copies of various documents and examined same.

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10.

- 7/25/66 Checked correspondence, appraiser's report, etc.
- 7/26/66 Received memorandum as to hearing on attachment for sums due on another project; discussed same with Buckmir; advised we should appear; we will refuse to credit owner for having paid; we will check with attorney for Fabrizio as to what happened and let him know; interoffice conference relative thereto; called attorney - advised there was no hearing; asked if he put owner on notice as to trust funds; is not sure but attorney for Board knows they are trust funds; Sheriff has not paid over; suit was started by attachment.
- 7/27/66 Telephone conference with Buckmir relative to millwork attachment; advised him relative thereto; I will write the Board and work on motion to vacate the attachment; wrote to Buckmir relative to same; went over all accounts paid approximately \$60,000; called attorney for Fabrizio and advised him what we were doing; requested copy of complaint and details relative to attachment; he requested we hold up so he can speak to his superior; he may want to do the work; and asked him to get pleadings in the meantime; inter-office discussion.
- 7/28/66 Received and examined memorandum relative to claim on hardware; received and examined memorandum relative to claim of Ceco concerning conditions attached to contract; checked provisions of Lien Law; wrote Buckmir.
- 7/29/66 Received copies of payments and correspondence to home office from Buckmir; telephone conference with Buckmir; discussed questions concerning satisfaction of liens and the filing of same; discussed our actions concerning attachment.
- 8/1/66 Received copy of memorandum; wrote Buckmir relative to Ceco claim.
- 8/2/66 Checked correspondence.

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11.

- 8/3/66 Checked copies of memoranda, correspondence, etc. received from Buckmir. Home office does not want us to intervene in suit; desires we put obligee on notice; checked into problems relative to Ellicott; will write Buckmir; attorney for Buckmir called; discussed his intervening in suit; gave him pertinent provisions of Lien Law relative to levy on trust assets and right to intervene; obtained information for letter to obligee; he read provisions of labor and material payment bond for Ellicott situation.
- 8/5/66 Conference with Buckmir relative to Ceco, and Ellicott claims.
- 8/8/66 Received copy of memorandum from Buckmir to Walker.
- 8/10/66 Received copies of Buckmir's letter to Hebert and Ellicott.
- 8/15/66 Telephone conference with Buckmir relative to limitation in bond; discussed arrangements for cooperation by Fabrizio.
- 8/16/66 Conference with attorney for Fabrizio; he sent papers prepared.
- 8/18/66 We received copy of motion papers from attorney for Fabrizio concerning returning money paid to Sheriff; called attorney; discussed motion with him; discussed whereabouts of Fabrizio; received papers from Buckmir and checked same.
- 8/19/66 Wrote to Buckmir relative to International Mill Work; made copies of motion papers and forwarded same.
- 8/23/66 Telephone conference with Buckmir relative to appointment with Fabrizio; he will see me tomorrow and he will also arrange to see Buckmir.
- 8/24/66 Buckmir advises Walker suggests Aetna participate as plaintiff for action against Board. I

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12.

will write him.

- 9/6/66 Received copy of letter of Board to Aetna concerning discharge of lien of Strickland; received copies of letters to attorney relative to San Marco and memorandum relative to investigation of Fabrizio's house, etc.; attorney called and advised motion re International Mill Work was put over; received copies of letters and release re County Iron Work and checked same; received copies of memoranda relative to meeting with Fabrizio.
- 9/9/66 Received papers from Buckmir including releases and appraisal report and investigation re Fabrizio.
- 9/22/66 Received copies of correspondence; telephone conference with Buckmir relative to communication from discharged superintendent; discussed meeting with superintendent; called attorney for Fabrizio; they filed suit against the Board last week including Mars - Normel on a cause of action for wrongful detention of equipment; they will forward copies of pleadings, etc.
- 9/23/66 Inter-office conference concerning proposed meeting with superintendent; received copies of pleadings against Board; wrote Buckmir forwarding complaint; discussed with Buckmir meeting with superintendent; discussed meeting with attorney for Fabrizio; arranged meeting with superintendent.
- 9/26/66 Received copies of correspondence; discussed arrangements for meeting with attorney for Fabrizio.
- 9/28/66 Reviewed report relative to first meeting with superintendent; called attorney for Fabrizio; discussed with Buckmir.
- 9/29/66 Received copies of reports, letters, etc. from Buckmir relative to suits.
- 10/33/66 Received copies of summons, memorandum relative

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13.

to suit pending; called attorney for Fabrizio.

- 10/4/66 Discussion with attorney for Fabrizio relative to conference with superintendent - he received answering papers on motion for recovery of Sheriff's levy; discussed same.
- 10/5/66 Called Buckmir; discussed appointment with superintendent; discussed summons received; discussion with Buckmir relative to appointment Friday with superintendent; called attorney for Fabrizio and advised;
- 10/6/66 Received copy of letter from attorney from Fabrizio relative to defending Adams's suit; attended conference at Bedford with attorney for Fabrizio and Buckmir; interviewed former superintendent; arranged for copying his records, etc.
- 10/11/66 Conference with attorney for Fabrizio concerning illegal procedures followed in connection with the contract.
- 10/13/66 Received copy of report and examined same.
- 10/19/66 Received correspondence, releases, etc and examined same.
- 10/21/66 Received copies of correspondence; discussed same with Buckmir;
- 10/25/66 Checked files and records with reference to conference with superintendent; wrote Buckmir with recommendations.
- 11/2/66 Received letters and correspondence from Buckmir; examined same.
- 11/7/66 Conference with Buckmir relative to photostats of records of superintendent concerning illegalities in award of contract; also copy of breakdown of cost of completion of the Board. Attorney was paid \$17,500 being charged against surety.

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14.

11/10/66 Received correspondence from Buckmir; examined same.

11/15/66 Discussed with Buckmir completion of copying of records; discussed contents.

11/17/66 Received advice from attorney for Fabrizio. Motion to vacate attachment was denied; discussed with attorney; suggested appeal.

12/5/66 Checked copies of correspondence on Nuroco claim and comments on superintendent's records; received copies of memoranda relative to superintendent.

12/6/66 Checked copies of correspondence claims.

12/16/66 Received decision on denying vacation of attachment; checked Lien Law; discussed same with attorney for Fabrizio; advised appeal; inter-office conference relative to same; discussed contention Fabrizio waived trust requirements; advised it could not be done.

12/19/66 Discussed with attorney possible appeal; further discussion with attorney concerning provisions of Lien Law; offered to work with him on brief.

12/9/66 Received copy of order to show cause, etc. to stay suit by Fabrizio against the Board on account of arbitration provisions; discussed with Buckmir; discussed furnishing attorney for Fabrizio with information contained in notes of superintendent; wrote Buckmir.

12/20/66 Called attorney; notice of appeal was filed.

12/23/66 Received communications from Mr. Carew.

12/30/66 Discussed motion for stay pending arbitration with Buckmir; advised against appeal.

1/12/67 Received and examined report concerning claim of Adams.

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15.

- 1/26/67 Discussed with attorney for Fabrizio motion to intervene by taxpayers; they question illegality of contract; discussed arbitration provisions; inter-office conference relative to same; advised the new contractor is liable to Adams for materials it took over since Adams lumped its billings as though one contract we should claim credit for the excess sum being paid on completion of plaster relative to tile if their subcontract was subject to the general and special conditions they would be obligated to complete the same since the owner has the right to take over the subcontract.
- 1/30/67 Received motion papers for leave to intervene; inter-office conference relative thereto.
- 2/2/67. Conference with attorney for Fabrizio relative to motions to intervene; relative to stay pending arbitration; relative to action for declaratory judgment concerning validity of contract; relative to amendments to complaint to plead quantum meruit; went over notes of superintendent relative to completion costs; discussion with Buckmir; advised against payments on the bond for the present.
- 2/3/67 Discussed with Buckmir direction of Walker to honor all claims for labor and material; discussed the disputed claims; will arrange conference with attorney for Fabrizio relative to same; checked cases on question of necessity to re-bid contract after changes; checked files and records of school, legal papers, wrote Aetna.
- 2/6/67 Checked draft letter - made additions and corrections; checked correspondence received.
- 2/24/67 Received notice of motion and affidavits and memorandum to amend complaint to seek declaratory judgment; relative to stay of application pending arbitration and checked same; Buckmir called - authorized research on New York Law re validity of bond under circumstances; conference with attorney for Fabrizio concerning receipt of

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15.

- motion papers; discussed amendment for quantum meruit; conference with Harte former trustee who will intervene.
- 2/28/67 Received communication from Buckmir requesting opinion; inter-office conference relative to illegality of contract and effect on bond; dictated opinion subject to further research; research relative to quantum meruit on illegal contract; conference with attorneys for Fabrizio relative to affidavit of attorney for Board; relative to affidavit of former trustee; discussed replies to be prepared.
- 3/1/67 Received copy of reply affidavit and exhibits and examined the same; prepared and forwarded copies of papers to Buckmir; research as to illegality of contract.
- 3/2/67 Further research.
- 3/3/67 Further research on education law and local finance law; research relative to illegality of employment of architect.
- 3/4/67 Inter-office conference relative to legal questions involved.
- 3/9/67 Further research; worked on memorandum of law.
- 3/14/67 Conference with attorney for Fabrizio; received additional affidavits from Board and from former trustee.
- 3/18/67 Checked copies of correspondence to attorney for Fabrizio and Aspinwall; dictated draft of memorandum; checked additional cases.
- 3/20/67 Received reply affidavit and reply brief.
- 3/22/67 Modified draft of memorandum.
- 3/23/67 Checked final memorandum and forwarded to Buckmir.

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17.

- 3/29/67 Discussed memorandum with Buckmir; discussed form of letter to claimants.
- 4/3/67 Received additional papers on motion for intervention and declaratory judgment and examined the same.
- 4/4/67 Wrote to Buckmir.
- 4/5/67 Received copies of correspondence, reports, etc. and examined same.
- 4/6/67 Discussed with Buckmir Nuroco suit pending in Circuit Court; advised to apply for stay pending outcome of determination of legality of contract and possible amendment of answer.
- 4/19/67 Received copies of correspondence to claimants and attorney Aspinwall; copy of motion papers in suit by Nuroco and examined same.
- 5/9/67 Conference with attorney for Fabrizio relative to decisions denying right to intervene; denying stay of pending arbitration; denying motion to declare contract invalid but setting it down for hearing and allowing a former trustee to appear as amicus curiae.
- 5/11/67 Received copies of decisions; inter-office conference relative to thereto and with reference to procedural difficulties; research relative to res judicata, arbitration, compulsory counter-claims.
- 5/16/67 Conference with attorney for Fabrizio concerning procedure and approach to attorney for Board who desires no cross-examination, etc.; discussed legal points; telephone conference with Buckmir; went over entire situation; tentatively arranged appointment; went over file concerning figures, etc., and opinion of a judge; dictated a letter to Buckmir; advised we should claim illegality, Fabrizio is considering it.
- 5/17/67 Discussed with Buckmir question of intervention

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18.

tentatively they agreed; went over files in connection with motion to be made.

- 5/18/67 Conference with Buckmir; they authorized intervention; dictated form of affidavit; advised as to additional details to be incorporated; discussed question of liability on payment bond; advised conflicting equities favored creditors but we do have a good argument for basis of settlement; suggested items to be included in law memo; worked on order to show cause, etc.
- 5/19/67 Buckmir called with information concerning agent, underwriter on bond was in New York; Dana called confirmed conversation with Buckmir; worked on draft of affidavits and order to show cause; dictated pre-trial draft.
- 5/25/67 Checked typed drafts - modified same; continued working on affidavit and memorandum.
- 5/27/67 Worked on motion, affidavit and memorandum.
- 5/29/67 Worked on memorandum.
- 5/31/67 Research re procedural aspects, inter-office conference relative thereto; continued working on draft of complaint for declaratory judgment.
- 5/23/67 Checked over drafts and order to show cause; researched cases relative to declaratory judgment involving surety; inter-office conference relative to intervention.
- 5/24/67 Worked on draft of affidavit of memorandum.
- 5/26/67 Worked on records in support of affidavit and additions to affidavit.
- 5/27/67 Interoffice conference. Advised against cross-claiming; inter-office conference relative to law.
- 6/1/67 Dictated revised answer, cross-claim and counter-claim; went to library - checked records on appeal.

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19.

- 6/2/67 Conference with attorney for Fabrizio; worked on affidavits for broker on cross-claim, brief, etc.
- 6/3/67 Continuing working on papers; wrote Buckmir.
- 6/5/67 Checked papers; called Buckmir; discussed prospective conference with Fabrizio; worked on additional points in memorandum.
- 6/7/67 Went over affidavit, exhibits, answer, part of memo, made corrections, additions, etc.; called Tom Moyna; explained what is required; sent affidavits for execution; completed dictation of memorandum.
- 6/8/67 Telephone conference with attorney for Fabrizio; called Buckmir relative to execution and delivery of affidavits; arranged to meet at Connecticut line; made corrections, proofread memorandum and had it retyped; went to meet Buckmir and Padula.
- 6/9/67 Checked papers, collated, gave instructions re obtaining order to show cause; conference with attorneys for Fabrizio; discussed our intervention - went over same; obtained order. to show cause signed and issued same for service.
- 6/12/67 Obtained a docket number; conference with clerk requested; matter will be referred to Judge McLean.
- 6/13/67 Inter-office conference relative to motion to intervene; discussed proposal of attorney for Board to submit; discussed conference with attorney for taxpayers; we will give them copy of our brief; appeared before District Judge on motion; requested reference to Judge McLean; referred to see Judge McLean - he was not available; received telephone call - Judge would undertake to handle the matter; Buckmir called - explained the situation; will send him papers; conference with attorney for trustee - he is upset by reason of far-reaching conse-

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20.

- quences of our motion; Judge's secretary called; arranged for oral argument; wrote Buckmir; wrote attorney for Trustee, etc.; received copy of stipulation and letter from Aspinwall.
- 6/14/67 Attorney for former trustee called; advised him relative to arrangements for argument.
- 6/15/67 Telephone conference with attorney for trustee; telephone conference with attorney for Board; desires to put affidavit of witness who will be away six weeks - we refused to permit it; we would consent to a deposition; attorney for Fabrizio called; advised him relative to hearing; discussed with the Judge's secretary relative to hearing.
- 6/19/67 Appeared before Judge McLean - argued motion; Judge was concerned about jurisdiction; he will decide if we insist; wants a reply memorandum; accepts our facts and stated it was largely a question of law; appeared on a deposition; wrote Buckmir; research relative to jurisdiction.
- 6/20/67 Inter-office conference relative to law of diversity; discussed reply memo with attorney for Fabrizio; research conference with attorney for Fabrizio relative to law; discussed a possible conference with Fabrizio relative to deletions and changes in drawings; wrote Buckmir; dictated reply briefs.
- 6/21/67 Collated memos; notarized affidavit; delivered memorandum to Court; forwarded memorandum to Buckmir; conference with attorney for Fabrizio; discussed changes in plans; discussed testimony of Russell with attorney for trustee; called attorney for Board relative to availability of records; worked on preparation for hearing.
- 6/22/67 Attended attorney for Board's office; went through Board's records, furnished pursuant to subpoena; conference with attorney for trustee.
- 6/23/67 Called Judge McLean's secretary relative to

hearing on Monday; discussed with attorney for Fabrizio; examination of documents; attended the office of attorney for Fabrizio; went over plans and specifications and drawings; records, etc.; worked on preparation for hearing.

- 6/26/67 Attended hearing to be continued tomorrow.
- 6/27/67 Continued hearing; conference in Judge's chambers about affect of ruling of illegality on the various parties and their various intentions, etc.
- 6/28/67 Inter-office conference; called attorney for Fabrizio; advised him we never offered to pay the Board; discussed his contentions for recovery on quantum meruit; discussed with Buckmir a hearing; further discussed with attorney for Fabrizio relative to legal questions; researched additional cases.
- 6/29/67 Research; drafted supplemental memorandum; wrote Buckmir.
- 6/30/67 Attorney for Fabrizio called relative to our memorandum; discussed the same; received and examined further memorandum from attorney for Board; attorney for Board called - gave us figures; would like to discuss settlement; told him we will wait to see what the Judge says about legality; he will sue on bond; if Judge decides contract is illegal he will appeal; attorney for trustee called; discussed Board's memorandum; worked on subcontract files.
- 7/3/67 Received memorandum from attorney for Fabrizio; used cases in our memorandum.
- 7/6/67 Went over subcontract files; Judge's secretary called; advised of decision holding contract illegal; denied our motion for intervention with leave to renew; attorney for Fabrizio called and discussed decision.
- 7/7/67 Buckmir called - advised him of decision; he

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22.

will notify Home Office; wants an opinion on question of paying bond claims. Told him we will work on it; checked citations on payment bond situation; wrote Buckmir concerning Judge's decision; conference at attorney for Fabrizio's office; opinion used our cases; checked letter to Aetna.

7/10/67	Worked on question of liability on payment bond.
7/11/67	Wrote Aetna relative to opinion and memorandum decision.
7/12/67	Conference with Buckmir; does not desire to use decision as wedged to settle; will pay in full or nothing depending on liability; desire matter researched further.
7/13/67	Research re liability of surety on illegal contract.
7/17/67	Research re liability on payment bond.
7/20/67	Research re liability on payment bond. Inter-office conference.
7/25/67	Conference with Buckmir relative to defense by Fabrizio of action by Arrow Lovre. Home Office desires us to handle it; discussed possibility of defense of statute of limitations; read letter re possible estoppel on part payment situation; suggested reply to third inquiries; Home Office desires to pay 100% if illegality is no defense on payment bond; but we will assert defense of limitations; conference with attorney for Fabrizio; Board will not appeal decision; prepared tentative opinion relative to liability of payment bond; research on liability; conference with attorney for Fabrizio.
7/27/67	Received summons and complaints.
7/31/67	Research on federal cases concerning liability on payment bond.

DEFENDANT AETNA'S EXHIBIT J

23.

8/1/67 Received conformed copies of bonds from attorney for Fabrizio; worked on memorandum of law.

8/2/67 Researched cases on estoppel.

8/3/67 Researched, dictated part draft of memorandum.

8/4/67 Continued draft and working on memorandum.

8/7/67 Continued work on draft of memorandum.

8/8/67 Discussed with Buckmir; letter from attorney for site development company; lays ground work for estoppel; dictated reply to be sent; discussed Walker's memorandum; Buckmir called - he checked over Arrow Louver file; there was no set-off - however, material was received at the job site five (5) days after Fabrizio left but was signed for by Fabrizio's superintendent who was still at the site; completed drafting and dictation of remainder of memorandum; checked the provisions of General Obligations Law relative to promise to waive limitation or extend time; it must be in writing; also checked CPLR re statute of limitations.

8/9/67 Proofread and corrected memorandum and forwarded same.

8/10/67 Buckmir called; received memorandum; discussed defense of illegality; want permission to plead it, etc.

8/11/67 Received correspondence and examined same.

8/15/67 Received copy of answer by Board.

8/21/67 Checked answer; received copy of interoffice memorandum setting forth policy on defenses.

8/22/67 Discussed with Buckmir Miller memorandum; discussed answer of Board; time to appeal has expired.

8/29/67 Interoffice conference relative to cause of

action and counterclaim for completion costs of Board and effect as res judicata as against Aetna in spite of legality; concluded it was not possible; wrote Buckmir concerning the answer.

- 8/30/67 Filed notice of appearance.
- 9/12/67 Received motion papers; discussed same with attorney for Fabrizio; checked cases and general corporation law relative to School Districts; interoffice conference relative to motion for judgment and answer; checked memorandum of law of Board.
- 9/15/67 Wrote Buckmir relative to notice of motion and memorandum.
- 9/19/67 Called attorney for Fabrizio; discussed motion; gave him cases; checked procedural point relative to Federal rules.
- 9/14/67 Called attorney for Fabrizio.
- 9/26/67 Attorney for Fabrizio will apply for extension.
- 10/18/67 Buckmir called relative to inquiries from creditors as to status; dictated answering letter to inquiries.
- 10/19/67 Buckmir called; Walker desires we go further in response to claimant's inquiries concerning time limitations; advised concerning phraseology.
- 10/20/67 Received copies of general correspondence to creditors, releases, etc.
- 11/15/67 Conference with attorney for Fabrizio relative to argument of motion in Federal Court concerning jurisdictional question; attorney for Board advised Judge he only wants to get at the bonding company; he will start suit in Westchester Supreme Court.

DEFENDANT AETNA'S EXHIBIT J

25.

11/16/67 Buckmir called; discussed motion.

11/17/67 Checked correspondence with various creditors, releases, etc.

12/14/67 Conference with Buckmir relative to appointment and discussions with Fabrizio.

12/22/67 Checked over correspondence relative to several creditors.

12/26/67 Received copies of release and correspondence.

12/29/67 Received copy of release.

1/8/68 Conference with attorney of Fabrizio relative to recent decision concerning illegality of contract.

1/16/68 Received copy of release and examined same.

2/16/68 Call from attorney for Fabrizio relative to conversation with attorney for Board relative to commencing action against Aetna. No decision on question of jurisdiction received.

2/21/68 Conference with attorney for Fabrizio concerning action on bond; will send me copy; will check answer of School Board, etc.

4/5/68 Discussion with Buckmir; settled Nuroco for \$4,700 of which Fabrizio put up \$3,300; it removes attachment on business property; Aetna is next in line after bank; wants copy of motion papers; discussed Ceko letter.

DEFENDANT AETNA'S EXHIBIT K.



No. M 30497713

51-44
111

Insured or Principal & Address	Territory	ID	State	Rate	Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym.	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off.Code	Class	Ltrs.	Serial No.	Suffix												
Claimant or Obligor Address	Payable through	To the order of	Territory	ID	State	Rate	Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym.	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off.Code	Class	Ltrs.	Serial No.	Suffix										
FABRIZIO & MARTIN, INC. 102, 130 MAIN ST., MT KISCO, N.Y. HARTFORD NATIONAL BANK AND TRUST COMPANY Hartford, Conn.																								Agency/ Code Name 0110 ALLIED REALTY				Pol. No. 7 S 38091 BC Date of 1st Notice 9 11 64 Date of Draft 6 8 71							
Claimant or Obligor Address 102, 130 MAIN ST., MT KISCO, N.Y. HARTFORD NATIONAL BANK AND TRUST COMPANY Hartford, Conn.																								Broker Site Code 0110 ALLIED REALTY				None <input type="checkbox"/> AF <input type="checkbox"/> NF <input type="checkbox"/> Date of 1st Notice 9 11 64 Exp. Date 3 17 64 Exp. Date 3 17 66 Ded. Applied <input type="checkbox"/>				Name of Driver MAX E. GREENBERG, TRAYMAN, HARRIS, CANTOR, REISS & BLASKY 30 VECY STREET NEW YORK, N.Y. 10007			
Payable through HARTFORD NATIONAL BANK AND TRUST COMPANY Hartford, Conn.																								Same as Insured <input type="checkbox"/> Age <input type="checkbox"/> Direct <input type="checkbox"/> Assumed <input type="checkbox"/> Co. Surety A <input type="checkbox"/> Ceded <input type="checkbox"/>				PAY \$587.30**							
To the order of MAX E. GREENBERG, TRAYMAN, HARRIS, CANTOR, REISS & BLASKY 30 VECY STREET NEW YORK, N.Y. 10007																								In Satisfaction of LEGAL SERVICES ITEM NO 49 ARROW-LAUVER From FEE: 500 Through DISB: 87.30				Ind. <input type="checkbox"/> Sam <input type="checkbox"/> Med <input type="checkbox"/> Exp. <input type="checkbox"/> Final <input type="checkbox"/>							

Aetna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company By Authorized Representative

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119 PAY TO THE ORDER OF 1:5
National Bank of North America
MAX E. GREENBERG, TRAVELER, 1445
CANTON, MASS 01823
10 JUN 1971

DEFENDANT AETNA'S EXHIBIT K

Aetna Casualty & Surety Company
 4675 Main Street
 P. O. Box 1980
 Bridgeport, Conn. 06601

May 24, 1971

Att: Mr. Michael J. Buckmir

re: claim of Arrow Louver
 period 7/27/67 to 10/22/69 \$ 500.00

Disbursements:

9/13/67	- Index Number	\$ 5.00	
9/25/67	Expenses (mileage, tolls, parking)	9.60	
4/10/69	Call to Bridgeport, Conn.	.83	
4/23/69	Expenses, (mileage, tolls, Parking)	9.70	
5/7/69	Expenses, (mileage, tolls, parking)	7.05	
7/28/69	Call to Bridgeport, Conn.	.77	
	Photostats	50.87	
	Misc. Disb. (fares, postage, local calls, etc.)	<u>3.48</u>	<u>87.30</u>
	Total		\$ 557.30

The time spent on this matter aggregated approximately \$2,500.00. However, the amount involved is only \$1,250.00. The services involved a motion for change of venue to Westchester County; preparation of answer with affirmative defenses including defense of failure to timely commence action; motion for summary judgment because of affirmative defense which motion was denied but no order even entered by plaintiff. The matter has been dormant and probably will not be pressed further.

DEFENDANT AETNA'S EXHIBIT L.

Aetna LIFE & CASUALTY

No. **30895159** 51-44 111

C. No.	ID	Territory		Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym.	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off. Code	Class Ltra.	Serial No.	Suffix		
		State	Rate																				
Insured or Principal & Address FABRIZIO & MARTIN, INC. BD. OF ED. CENTRAL SCHOOL DISTRICT N02, 130 MAIN ST., MT KISCO, N.Y.																					Agency/ Code 0110 ALLIED REALTY	Name ALLIED REALTY	Off. Code Symbol Ser. No. Suffix 7 8 38091 BC
Claimant or Obligor & Address MAX E. GREENBERG, TRAYMAN, HARRIS, CANTOR, REISS & BLASKY 30 VECY STREET NEW YORK, N.Y.																					Broker ALLIED REALTY	Policy No. 7 8 38091 BC	Date of 1st Notice 9 11 64
Payable through HARTFORD NATIONAL BANK AND TRUST COMPANY Hartford, Conn.																					Name ALLIED REALTY	Age 3 17 64	Exp. Date 3 17 66
To the order of MAX E. GREENBERG, TRAYMAN, HARRIS, CANTOR, REISS & BLASKY 30 VECY STREET NEW YORK, N.Y.																					Driver ALLIED REALTY	Co. Surety A ALLIED REALTY	Ceded ALLIED REALTY
In Satisfaction of LEGAL SERVICE SAN MARCO ITEM NO 51 FEE: 500																					From LEGAL SERVICE SAN MARCO	To LEGAL SERVICE SAN MARCO	Date 7 14 71
Etna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company																					By Authorized Representative Michael J. Brennan	Amount PAY \$542.39	Status 1 Dam 2 Med 3 Exp 4 Final 5 Sel.

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 NEW YORK, N.Y.
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 NAT'L BANK OF NORTH AMERICA
 NEW YORK, N.Y.
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 118 PAY TO THE ORDER OF 118
 National Bank of North America
 MAX E. GREENBERG, TRAYMAN, HARRIS
 CANTOR, REISS & BLASKY
 NEW YORK, N.Y.

DEFENDANT AETNA'S EXHIBIT L

Aetna Casualty & Surety Co.
151 William Street
New York, New York

June 22, 1971

re Action instituted by San Marco
(Action #2) \$ 500.00

Disbursements:

2/3/69	-	Purchased Index No. 1162-69	\$ 5.00	
2/16/69	-	Purchased Federal Court Index number	15.00	
Photostats			21.25	
Misc. Disb. (fares, postage, local calls, etc.)			<u>1.14</u>	<u>42.39</u>
				\$ 542.39

Action was instituted to recover \$34,000 on bond furnished on behalf of Fabrizio and Martin to secure San Marco for payment of judgment obtained against Fabrizio. The action was started in Westchester County and transferred to Southern District. It has been dormant since February 1969. There were 16 hours time spent on this matter.

DEFENDANT AETNA'S EXHIBIT M.



No. M 15998576

51-44
111

C	ID	Territory			Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym.	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off. Code	Class	Ltr.	Serial No.	Suffix				
		State	City	Co.																				Rate			
Insured or Principal & Address																						Agency/ Code		Name		Off. Code Symbol Ser. No. Suffix	
Fabrizio & Martin, Inc.																										7S 38091 BC	
Claimant or Obligor & Address																						Broker Site Code		None <input type="checkbox"/> AF <input type="checkbox"/> NF <input type="checkbox"/>		Date of 1st. Notice	
Ed. of Ed. Central School, District No 2, 130 Main St.,																						3-17-64		Exp. Date 3-17-66		Ded. Applied	
Payable through																						Name and Age of Driver		Direct <input type="checkbox"/> Assumed <input type="checkbox"/>		Date of Draft	
Mt. Kisco, N.Y. HARTFORD NATIONAL BANK AND TRUST COMPANY Hartford, Conn.																								Co. Surety A <input type="checkbox"/> Ceded <input type="checkbox"/>		5-15-69	
To the order of																										PAY \$520.00**	
Max E. Greenberg, Trayman, Harris Cantor, Reiss & Blasky 30 Vesey Street New York, New York																											
																						In Satisfaction of		legal services Item 51		1 <input type="checkbox"/> Ind. Dam	
																						69134		San Marco		2 <input type="checkbox"/> Med	
																						From Fee: 500		Through Dist: 20		3 <input checked="" type="checkbox"/> Exp.	
																										4 <input type="checkbox"/> Final	
																										5 <input type="checkbox"/> Sal.	
Aetna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company																						By Authorized Representative		Michael Buchman			
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NEW YORK, N.Y.

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ANY BANK OF NORTH AMERICA
NEW YORK, N.Y.
 119 PAY TO THE ORDER OF
 National Bank of North America
 MAX E. GREENBERG, TRAYMAN, HARRIS
 CANTOR, REISS & BLASKY
 01-1-0053-1

DEFENDANT AETNA'S EXHIBIT M

Aetna Casualty and Surety Company
 4675 Main Street - P.O.B. 1930
 Bridgeport, Conn. 06601
 Attention: Mr. Michael J. Bucknair,
 Administrative Assistant

April 18, 1969

Adm. San Marco

Services in obtaining dismissal on the merits of action
 transferred to Federal Court \$500.00

Disbursed

Photostats	\$18.50	
Misc. Disb. (fares, postage, calls, etc.)	1.50	20.00
Total		\$520.00

There were about 18 hours of attorneys' time and 7 hours of clerical time spent on this matter, but in view of previous charges on fire action, charges are less than time value.

This was a second action instituted on a payment bond claiming \$115,000. We had previously removed it to Federal Court. The services involved the examination of the Federal Court rules, preparation of motion papers to dismiss on the merits, consultation with attorneys for plaintiff as a result of which we finally obtained a consent to dismiss on the merits; preparation of judgment and entry thereof.

DEFENDANT AETNA'S EXHIBIT N.

En 610

Aetna Life Insurance Company or
The Aetna Casualty and Surety Company or
The Standard Fire Insurance Company or
Aetna Casualty & Surety Company of Illinois.

No. M 34883971 51-44
111

Q. No.	Policy No.	Rate	Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym.	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off. Code	Class Ltr.	Serial No.	Suffix				
																	A 7 SC	920 RG						
Insured or Principal & Address																	Agency/ Code Name				Off. Code Symbol Ser. No. Suffix			
FABRIZIO & MARTIN, INC.																	0110 ALLIED REALTY				Pol. No. 7 S 38091 BC			
Claimant or Obligor & Address																	None <input type="checkbox"/> AF <input type="checkbox"/> NF <input type="checkbox"/> Date of 9 11 64				Date of 5 18 72			
BOARD OF EDUCATION, CENTRAL SCHOOL DISTRICT NO. 2, 130 MAIN ST., MT. KISCO, N.Y.																	Name <input type="checkbox"/> Same as Insured Age <input type="checkbox"/> Direct <input type="checkbox"/> Assumed				PAY \$12,084.55			
Payable through HARTFORD NATIONAL BANK AND TRUST COMPANY Hartford, Conn.																	Driver				In Satisfaction of			
To the order of:																	LEGAL SERVICES RENDERED				1 <input type="checkbox"/> Ind. Dam.			
MAX E. GREENBERG, TRAYMAN, HARRIS CANTOR, REISS AND BLASKY																	5/14/70 TO 4/12/72				2 <input type="checkbox"/> Med.			
100 CHURCH STREET																	EFF: 11, 903.50				3 <input checked="" type="checkbox"/> Exp.			
NEW YORK, NEW YORK																	THROUGH 181.05				4 <input type="checkbox"/> Final			
																					5 <input type="checkbox"/> Bal.			

By Authorized Representative *J. A. Kugel*

LC
348839712# 0011100369: 000000018# "0001208455"

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FEB 23 1972

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PAY ANY BANK
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FEB 23 1972PAY TO THE ORDER OF
National Bank of North America
MAX E. GREENBERG, TRAYMAN, HARRIS
CANTOR, REISS & BLASKY
1-0063-3
2/61

No. M 20699710

51-44
111

ID	Territory	Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off. Code	Class Ltra.	Serial No.	Suffix												
	State																			Rate											
																CI. No.	A 7 SC 920 RG														
Insured or Principal & Address																Agency/ Code				Name				Off. Code Symbol Ser. No. Suffix							
FABRIZIO & MARTIN INC., DARIEN, CT.																0110				ALLIED				7 S 38091 BC							
Claimant or Obligor & Address																Broker Site Code				<input type="checkbox"/> None <input type="checkbox"/> AF <input type="checkbox"/> NF				Date of 1st Notice 9 11 64 <input type="checkbox"/> Ded. Applied							
BD. OF ED. CENTRAL SCHOOL DISTRICT NO 2, 130 MAIN ST., MT. KISCO, N.Y.																3 17 64				Exp. Date 3 17 66				Date of Draft 6 10 70 <input type="checkbox"/> Ceded							
Payable through HARTFORD NATIONAL BANK AND TRUST COMPANY Hartford, Conn.																Name of Driver <input type="checkbox"/> Same as Insured				Age <input type="checkbox"/> Direct <input type="checkbox"/> Assumed <input type="checkbox"/> Co. Surety A <input type="checkbox"/> Ceded				PAY \$11,098.84							
To the order of MAX E. GREENBERG, TRAYMAN, HARRIS CANTOR, REISS & BLASKY 30 VECEY STREET NEW YORK, N.Y. 10007																In Satisfaction of LEGAL 3/7/68 TO 5/13/70 50 1 G G FEE: 10,800 EXP: 298.84 From Through															

Aetna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company By Authorized Representative Michael D. [Signature]

⑈ 206997102⑈ ⑆ 01110369⑆ 0000000018⑈

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PAY ANY BANK
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U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
NEW YORK, N. Y. 100
JUN 11 1970

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NAT'L BANK OF NORT
NEW YORK, N. Y.

110 SUBJECT TO THE ORDER OF THE
 Honorable Joint of North America
 THE HONORABLE JOINT OF NORTH AMERICA
 THE HONORABLE JOINT OF NORTH AMERICA

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety Co.
 4675 Main Street
 Bridgeport, Connecticut
 Attention: Mr. Michael J. Buckmir,
 Superintendent

June 1, 1970

Re: Board of Education

Central School District No. 2 \$10,800.00

DISBURSEMENTS

2/25/68	Tel. call to Hartford, Conn.	\$3.58
2/28/68	Tel. call to Hartford, Conn.	5.06
3/21/68	Purchased Index No.	5.00
3/21/68	Filing petition.	15.00
3/1/68	Telephone call to Hartford, Conn.	3.08
10/14/68	Tel. call to Bridgeport, Conn.	2.04
10/14/68	Tel. call to Hartford, Conn.	5.70

Photostats	234.14	
Misc. Disbursements (fares, postage, local calls, etc.)	<u>25.24</u>	<u>298.84</u>

Total - \$11,098.84

- 3/7/68 Filed Notice of appearance; prepared affidavits of service; discussed removal with Deputy District Clerk; checked the provisions of Title 28 relative to removal and cases cited;
- 3/15/68 Telephone conference with attorney relative to stipulation for extension of time.
- 3/20/68 Interoffice conference relative to removal; telephone conference with Dana relative to bond required; telephone conference with Buckmir; telephone conference with Carew; prepared petition for removal; prepared affidavit of service.
- 3/21/68 Interoffice conference relative to removal; telephone conference with attorney who desired extension of time which we would only grant on stipulating consenting to removal; long discussions with attorney; attended Court and filed petition.
- 3/26/68 Telephone conference with attorney; discussed pending decisions on motions previous argued in controversy directly between Board and Fabrizzio; concerning claimed lack of jurisdiction of

DISBURSEMENTS

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty

Re: Board of Education

- 2 -

June 1, 1970

Federal Court over public body; relative to stipulation holding up complaint until decision; concerning stipulation per jurisdiction if sustained in Federal Circuit Court on pending motions; will forward papers on pending motions; refused to agree to anything at present but we will decide concerning stipulation and time to file complaint; dictated memorandum concerning illegality as a defense to Surety.

- 3/27/68 Received motion papers in Fabrizio action and stipulation extending time, etc. Interoffice memorandum criticizing proposed stipulation.
- 3/28/68 Interoffice conference relative to extension of time to serve complaint; possible loss of right to remove; we will return stipulation with statement, it may affect our removal rights.
- 3/29/68 Telephone conference with attorney relative to our refusal to stipulate as suggested; they refused to stipulate to consent to removal and to waive objections etc.
- 4/1/68 Received modified stipulation; telephone conference with attorney relative to further modification.
- 6/19/68 Interoffice conference relative to jurisdiction;
- 10/4/68 Telephone conference with attorney for Fabrizio relative to decision of Judge Ryan on motion for summary judgment made by Board; discussed Fabrizio's quantum meruit claim; discussed decision that board is entitled to part of completion costs and part of money back that was paid under contract; discussed decision supplemental agreement was part of original contract.
- 10/8/68 Telephone conference with attorney for Fabrizio relative to intention to appeal.
- 10/9/68 Received copy of decision of Judge Ryan concerning jurisdiction over Board of Education and examined same.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty

Re: Board of Education

- 3 -

June 1, 1970

- 10/10/68 I checked correspondence; dictated detailed letter to Buckmir, copy to Walker.
- 10/11/68 Studied Judge Ryan's decision granting summary judgment to Board of Education, and dismissing Fabrizzio's complaint.
- 10/14/68 Interoffice conference concerning proposed meeting with attorney for Fabrizzio relative to formula for repayments by Fabrizzio to Board of Education; suggested \$172,000.00 and possible excess cost of completion; telephone conference with attorney for Fabrizzio; telephone conference with Buckmir; telephone conference with Walker.
- 10/15/68 Wrote Buckmir and Walker; checked file concerning stipulation for service of complaint.
- 10/24/68 Further study of Judge Ryan's decision concerning jurisdiction in preparation of conference with Buckmir, Walker, Fabrizzio and attorney; they will not appeal and will refuse to cooperate in defending claims unless we release part of security; suggested getting Board to limit recovery to \$50,000.00 and try to recover against San Marco which might leave Fabrizzio a surplus; we refused to work out anything with attorney for Board concerning San Marco action; Buckmir will have Darien property appraised.
- 11/27/68 Received copy of memorandum from Buckmir relative to property attached; attorney for Board called relative to filing of notice of appeal by Fabrizzio
- 10/28/68 Telephone conference with attorney for Board relative to extension of time; relative to effect of Ryan's decision on San Marco lien.
- 11/6/68 Received stipulation and executed same.
- 11/26/68 Telephone conference with attorney for Board relative to extension of time; relative to notice of appeal filed.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty

Re: Board of Education

- 4 -

June 1, 1970

- 12/2/68 Received stipulation extending time and executed same.
- 12/16/68 Telephone conference with attorney relative to further extension.
- 12/19/68 Received stipulation.
- 2/18/69 Telephone conference with attorney for Board relative to further extension; he expects appeal papers momentarily.
- 2/20/69 Received stipulation.
- 2/21/69 Interoffice conference relative to request for further extension of time, and advisability of refusing same.
- 2/25/69 Telephone conference with attorney concerning stipulations, pending status of appeal, etc. Wrote attorney.
- 3/5/69 Received conformed copy of stipulation; extended time to serve complaint to March 14.
- 3/13/69 Received complaint and examined same; interoffice memorandum concerning pleading of illegality and res judicata; started research on non-liability of surety in illegal contract.
- 3/27/69 Worked on draft of answer.
- 3/31/69 Called attorney.
- 4/2/69 Dictated stipulation extending time to answer; wrote attorney.
- 4/17/69 Attended Court and filed stipulation extending time to answer.
- 4/18/69 Checked with Clerk concerning approval of stipulation by Judge.
- 4/21/69 Examined exhibits on previous trial on Fablizzio's suit concerning legality of contract; went over McLean's decision and Ryan's decision; obtained copy of

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty

Re: Board of Education

- 5 -

June 1, 1970

supplemental agreement; interoffice conference relative to answer.

- 4/22/69 Interoffice conference relative to answer; worked on answer and special defenses; research on motion for summary judgment.
- 4/23/69 Telephone conference with attorney for Fabrizio concerning appeal; drafted notice of motion; Section 9(g) statement; affidavit in support of motion; started draft of brief in support of motion; interoffice conference relative to modification of answer.
- 4/24/69 Completed brief; checked citation of cases outside of New York; checked draft of brief.
- 4/25/69 Checked further decisions on effect of illegality on sureties; further study of McLean's and Ryan's decisions; interoffice conference.
- 4/30/69 Modified brief; further research relative to res judicata; interoffice conference relative to defense of estoppel, etc.
- 5/1/69 Called attorney relative to extensions; research concerning defense of fraud.
- 5/2/69 Completed research on defense of fraud.
- 5/9/69 Modified brief in support of motion for summary judgment; modified affidavit and 9(g) statement.
- 5/12/69 Dictated redraft of portion of statement, affidavit, memorandum.
- 5/13/69 Rechecked drafts of motion papers.
- 6/3/69 Draft of stipulation extending time of answer.
- 6/11/69 Telephone conference with attorney relative to extension of time; relative to contention that the public interest is superior to defense of surety; wrote attorney forwarding stipulation; started research relative to contention

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty

Re: Board of Education

- 6 -

June 1, 1970

concerning public interest.

- 6/12/69 Interoffice memorandum concerning contention relating to public interest; research on discharge of guarantor when principal contract is illegal.
- 6/16/69 Filed stipulation Federal Court for submission to Judge.
- 6/18/69 Drafted memorandum concerning obligations on public contracts as being similar to private contracts.
- 7/21/69 Worked on answer.
- 8/13/69 Called attorney and arranged for further stipulation extending time; dictated letter to attorney forwarding stipulation.
- 8/27/69 Received executed stipulation; submitted stipulation to Court for signature.
- 9/3/69 Attended Court; obtained conformed copy of stipulation.
- 9/5/69 Worked on revised answer.
- 9/8/69 Interoffice conference with reference to draft of answer; modified same.
- 9/12/69 Called attorney relative to further extension.
- 9/15/69 Worked on revisions of answer.
- 9/29/69 Drafted and dictated revised answer; examined findings of facts.
- 9/30/69 Examined draft of revised answer; further modifications; interoffice memorandum relative to same; interoffice conference relative to possible jury trial.
- 9/30/69 Interoffice conference with reference to answer.
- 10/1/69 Further revisions in answer.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty

Re: Board of Education

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June 1, 1970

- 10/2/69 Dictated stipulation extending time to answer; dictated letter to attorney.
- 10/3/69 Served answer; prepared affidavit of service.
- 10/8/69 Called attorney relative to stipulation extending time to answer to be submitted with answer for filing.
- 10/10/69 Attended District Court; submitted stipulation for signature.
- 10/15/69 Telephone conference with attorney for Fabrizzio relative to status of appeal, which was dismissed as premature; discussed possibilities of settlement; discussed proposed application to Court for permission to appeal; discussed effect of Circuit Court decision.
- 10/15/69 Filed answer with Court.
- 10/16/69 Received note of issue filed by Board; discussed possible settlement by Fabrizzio of \$25,000.00; discussed possibility of including Aetna in proposal.
- 10/20/69 Received corrected note of issue; called attorney relative to error in note of issue.
- 11/6/69 Telephone conference with attorney for Fabrizzio relative to further conference with Fabrizzio; District Court called relative to note of issue and fixing time for argument of motion to strike note of issue; examined Fabrizzio's objections to note of issue being filed; research relative to note of issue.
- 11/7/69 Received affidavit in opposition to objection to filing of note of issue; attended Judge Metzner; Fabrizzio granted to January 5, 1970, to complete discovery; discussed application to Judge Ryan for permission to appeal with stay of all proceedings.
- 11/10/69 Telephone conference with attorney relative to suggested stipulation for a jury trial; we refused.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty

Re: Board of Education

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June 1, 1970

- 11/13/69 Further discussion with attorney concerning stipulation for jury trial.
- 11/17/69 Received motion relative to jury demand.
- 11/18/69 Research relative to demand for jury trial; drafted brief; worked on answering affidavit.
- 11/19/69 Checked draft of brief in opposition to motion for jury and modified same.
- 11/21/69 Further research on motion.
- 11/24/69 Completed draft and dictated affidavit; worked on memorandum of law; interoffice conference relative to same; telephone conference with Walker; checked exhibits November 25th; checked changes in motion papers for summary judgment; affidavit and brief on motion for jury trial; served affidavits and so forth in opposition to motion for jury trial; prepared affidavit of service.
- 11/26/69 Delivered motion papers to clerk.
- 12/1/69 Worked on preparation for argument; interoffice conference.
- 12/2/69 Attended Federal Court on motion for jury demand.
- 12/18/69 Attended Court. Received decision granting right to jury trial as matter of discretion; worked on modification to motion papers relative to summary judgment.
- 1/14/70 Worked on motion papers; worked on brief; interoffice conference relative to modification of motion papers on summary judgment.
- 1/15/70 Conference with attorney for Fabrizio relative to denial by Ryan of motion of leave to appeal; discussed status of discovery proceedings etc.

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Aetna Casualty

Re: Board of Education

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June 1, 1970

- 1/15/70 Checked notice of motion, statements required by rules, affidavits, etc.
- 1/16/70 Attended Aetna Office; had affidavits signed; served notice of motion and brief by mail; dictated affidavit of service.
- 1/19/70 Conference with attorney for Fabrizio concerning answers by Board to interrogatories; went over same in detail; had total damages of \$422,000.00 plus liquidated damages of \$91,000.00; claims of other contractors for delays, etc.; return date of motion required to be changed by Court; wrote attorney concerning changed date; filed motion with Court Clerk.
- 1/26/70 Received and examined answer to interrogatories by Board; telephone conference with attorney for Fabrizio relative to examinations before trial; interoffice conference relative to letting completion without competitive bidding; research relative thereto.
- 1/28/70 Attorney called relative to adjournment of motion with previous service of answering papers.
- 1/30/70 Received stipulation adjourning motion; executed and returned same.
- 2/16/70 Judge's secretary called relative to return of motion date; apparently error in return date; had same corrected.
- 2/18/70 Received Board's cross motion for summary judgment and examined same.
- 2/20/70 Interoffice conference relative to motion; called attorney relative to brief not received; arranged to adjourn motion by reason of delay in service of brief; telephoned conference with attorney for Fabrizio to express status of examinations before trial etc.; interoffice conference relative to decisions concerning recovery on quantum meruit where illegal contract involved; called attorney relative to service of memorandum;

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty

Re: Board of Education

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June 1, 1970

prepared stipulation and wrote attorney.

- 2/21/70 Worked on reply affidavit.
- 2/22/70 Worked on reply affidavit.
- 2/24/70 Interoffice conference relative to reply affidavit; attorney called to arrange for further extension for service of brief and adjournment of motion.
- 2/25/70 Interoffice conference relative to reply affidavit.
- 2/26/70 Examined draft of reply affidavit; modified same; telephone conference with Walker; Clerk refused stipulation for extension on the ground it was third adjournment; conference with Clerk who agreed to accept stipulation.
- 2/26/70 Received stipulation in mail adjourning motion and date for service of Board's memorandum; checked motion to intervene concerning contentions of knowledge by Aetna as to illegality of contract; modified affidavits; filed stipulation in motion part.
- 2/27/70 Motion Clerk will refuse to accept stipulation.
- 3/2/70 Received stipulation back in mail; called attorney; interoffice conference relative to reply affidavit; telephone conference with Dana; attended Aetna obtained signature to affidavit.
- 3/3/70 Attended Motion Calendar; application of Board for adjournment granted; conference with attorney for Board; they will rely on payment bond decisions and that taxpayers stand in the same position as a third party beneficiary; the violation of the Bidding Statute was a secondary violation, and since the Board is going to be permitted to recover against Fabrizzio, and since the Surety's liability is measured by those of its

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty

Re: Board of Education

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June 1, 1970

principal, Aetna should be liable.

- 3/4/70 Interoffice memorandum as to surety not guaranteeing a nullity.
- 3/6/70 Attorney called relative to delay in serving memorandum.
- 3/9/70 Received memorandum in opposition and went over same; commenced preparation of reply memorandum.
- 3/10/70 Examined Board's memorandum; interoffice conference relative thereto; research.
- 3/11/70 Checked Education Law concerning approval of plans and specifications; telephone conference with attorney for Fabrizzio; called attorney for Board; further telephone conference with attorney for Fabrizzio; attended office of attorney for Fabrizzio; went over papers in their file; obtained briefs and record on appeal; drafted memorandum in reply.
- 3/12/70 Interoffice conference relative to various citations; prepared memorandum distinguishing cases cited by Board.
- 3/13/70 Continued work on reply memorandum; telephone conference with attorney for Fabrizzio; called motion part of court; served reply brief in support of motion for summary judgment and an opposition to cross motion; prepared affidavit of service.
- 3/16/70 Worked on preparation for argument of motion.
- 3/17/70 Attended Court; argued motions.
- 3/19/70 Dictated letter to Walker forwarding motion papers.
- 4/23/70 Received notification of the status of Fabrizzio v. Board; telephone conference with attorney for Fabrizzio concerning discovery proceedings, etc.
- 5/12/70 Attended Court, obtained decision on motion for judgment and cross motion.

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Aetna Casualty

Re: Board of Education

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June 1, 1970

5/13/70 Obtained copy of judgment entered by Clerk; prepared
copies of notice of entry; served judgment with
notice of entry; prepared affidavit of service.

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DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty and Surety Company
 151 William Street
 New York, N. Y. 10038

May 5, 1972

Re: Board of Education, Central
 School District No. 2,
 Period May 14, 1970 to
 April 12, 1972. \$11,903.50

Disbursements:

5/12/70	Tel. call to Hartford, Conn.	\$ 1.70	
10/26/70	Tel. call to Bridgeport, Conn.	.75	
4/28/71	Tel. call to Bridgeport, Conn.	1.10	
2/16/72	" " " "	2.55	
2/3/72	" " " "	2.20	
2/16/72	" " " "	1.10	
2/23/72	Went to Bridgeport, Conn. (Mileage tolls, etc.)	10.50	
	Photostats	123.25	
	Misc. Disbs. (postage, fare, local calls, etc.)	37.90	181.05
Total Due.			\$12,084.55

5/12/70 Received decision granting our motion to dismiss
 on the ground of illegality of prime contract;
 numerous telephone conferences with attorneys for
 various parties and Walker of Aetna; discussed
 with Clerk of Court entry of Judgment; attended
 court and obtained opinion.

5/14/70 Telephone conference with Buckmir relative to
 proceeding against Fabrizio.

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Aetna Casualty & Surety
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May 5, 1972

Re: Board of Education,
Central School District
No. 2, period May 14,
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- 5/15/70 Telephone conference with Fynes relative to attempting to disperse of the entire matter; he will talk to Yovner relative to a token payment; would like rundown of our lawsuits and will try to work out situation with Fabrizio.
- 6/4/70 Received notice of appeal; advise Miller.
- 6/5/70 Wrote Buckmir with copy to Walker forwarding copies of notice of appeal.
- 7/13/70 Telephone conference with attorney for Board relative to extension of time to perfect appeal and for motion to reargue; refused time to reargue; checked rules of Southern District; only 10 days for motion to reargue.
- 7/13/70 Conference with attorney for Board; he claimed limitation of 10 days does not apply to newly discovered evidence; obtained extension to October for appeal.
- 7/14/70 Received stipulation extending time; conference with attorney for Fabrizio relative to examination of Mars-Normal, discussed possible settlement with Fabrizio.
- 8/13/70 Received memorandum concerning railroad property of Fabrizio; telephone conference with Buckmir concerning possible sale of property; we will offer one-half to wife.
- 10/6/70 Check stipulation concerning extension of time to perfect record on appeal expiring October 15.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety
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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
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- 10/14/70 Checked file concerning entry of judgment; telephone conference with attorney for Board relative to further extension of time to December; granted November; telephone conference with attorney for Fabrizio; time was extended to serve pre-trial memorandum; San Marco is coming up for trial in November or January and so forth.
- 10/15/70 Executed stipulation extending time for transcript record on appeal to November.
- 10/16/70 Wrote to Buckmir.
- 10/26/70 Telephone conference with Buckmir relative to information required.
- 10/28/70 Received copies of letters of Buckmir to Walker and to attorney in Connecticut.
- 11/19/70 Received copy of Buckmir's memorandum to Walker with copy of Baldwin's letter to Buckmir.
- 11/20/70 Check schedule of payments submitted by Buckmir indicating Aetna disbursed \$114,000; checked file relative to appeal; extension ran out on November 15; conference with attorney for Fabrizio re pre-trial statement; discussed amendments and so forth; dictated letter to Powers listing various items of information to be included in pre-trial memorandum and indicating list of claims paid by Aetna.
- 12/3/70 Checked Second Circuit appeal rules; interoffice conference.

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Aetna Casualty & Surety
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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
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- 12/23/70 Conference with attorney for Fabrizio; he sent list of payments; his pre-trial statement is ready; advise relative to expiration of extension on appeal on November 15.
- 12/23/70 Telephone conference with Walker concerning appeal and relative to conversations with attorney for Fabrizio.
- 1/12/71 Received call from Clerk of Southern District Court concerning pre-trial conference on for tomorrow; interoffice conference relative thereto; conference with attorney for Fabrizio.
- 1/13/71 Appeared in U.S. District Court; attorney for Board applied for extension of time.
- 1/20/71 Interoffice conference relative to pretrial scheduled for tomorrow.
- 1/21/71 Attended pretrial conference; attorney for Board did not appear; matter adjourned.
- 1/25/71 Attended District Court on pretrial; postponed to February 9.
- 3/9/71 Received letter from Buckmir with correspondence from Baldwin; checked re Connecticut proceedings and possible sale of railroad property; called Clerk of Circuit Court relative to motion to dismiss; ascertained motion days; telephone conference with Walker; advised the proposed settlement of \$25,000; discussed motion to dismiss appeal; he does not desire to negotiate with Fabrizio until the case is determined; conference with Powers; he filed pretrial order; discussed motion to dismiss counterclaims in his suit and motion to dismiss appeal.

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Aetna Casualty & Surety
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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
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3/9/71 Interoffice conference relative to motion to dismiss appeal; we will hold off until attorney for Fabrizio presses for pretrial order.

3/11/71 Wrote Buckmir and Walker; conference with attorney for Fabrizio concerning Connecticut attachments; discussed possible settlement agreement with Fabrizio.

3/12/71 Received copies of letter from Buckmir to Walker and Baldwin.

3/15/71 Received Walker's memorandum relative to Fabrizio situation and sale of property. Interoffice conference relative thereto; conference with attorney for Fabrizio; discussed possible settlement; discussed motion to dismiss appeal and so forth; attended Clerk's office and obtained certificate required for motion to dismiss appeal; attended Court of Appeals as for motion dates; started drafting motion papers to dismiss appeal.

3/17/71 Received letter from Powers; examined motion by Court with respect to Board's attorney failing to file pretrial papers.

3/18/71 Received copy of Baldwin's letter to Buckmir relative to objections to attachments and contention of inconsistent positions in claiming bond was illegal; dictated letter to attorney clarifying Aetna's position in distinguishing between performance and payment bonds; checked draft of motion to dismiss appeal.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety
Company

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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
1970 to April 12, 1972

- 3/19/71 Reviewed correspondence received from Buckmir and copies of Fabrizio's financial statements; discussed effect of illegal contract on indemnity agreement.
- 3/22/71 Research concerning effect of a legal contract on indemnity agreement; dictated letter to Buckmir with copy to Walker.
- 3/23/71 Received letter from attorney for Fabrizio concerning escrow proposal and examined the same; dictated letter to Buckmir with copy to Walker.
- 3/24/71 Checked motion papers.
- 3/25/71 Served motion to dismiss appeal; prepared affidavit of service.
- 3/26/71 Telephone conference with Baldwin concerning situation relative to property in Connecticut; gave him status of matters in action pending. Telephone conference with Buckmir; discussed possible settlement; discussed offer of escrow and limited to \$91,000 while we have disbursements of \$114,000; we will insist on escrow of entire sums; conference with attorney for Fabrizio.
- 3/30/71 Received copy of Buckmir's memorandum to Walker as to status of matters.
- 4/1/71 Examined correspondence of Baldwin relative to placing funds in escrow or putting up bonds.
- 4/2/71 Received copy of Buckmir's memorandum and copies of Baldwin's letter to Town attorney with respect to attachments and so forth.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety
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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
1970 to April 12, 1972

- 4/6/71 Received copies of memoranda re status, loss facts and so forth; dictated letter to attorney for Fabrizio.
- 4/6/71 Interoffice conference relative to action against indemnitor Fabrizio.
- 4/7/71 Received and examined notice of intention to include items in record on appeal; attended District Court and Circuit Court and checked original papers on file; ascertained Ryan's decision was omitted; interoffice conference; checked Rule 10(b).
- 4/8/71 Went over file as two additional items for record on appeal; telephone conference with attorney for Board relative to withdrawing motion to dismiss which we refused; discussed additional items to be included in record.
- 4/9/71 Dictated counter-designation of papers for record; dictated letter to attorney for Board; prepared extracts of documents for record.
- 4/12/71 Received affidavit in opposition to motion to dismiss; research; appeared in Court of Appeals and argued motion; motion denied on condition that record be transmitted with briefs within 3 weeks; received from Buckmir memorandum concerning Fabrizio being back in business.
- 4/13/71 Dictated letter to Buckmir relative to status and request for information relative to premiums.
- 4/14/71 Interoffice conference relative to contentions in opposing affidavit on motion to dismiss but Aetna had received premiums which would be required to be returned; argued it was not paid by the Board; the

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Aetna Casualty & Surety
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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
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(Cont.)

- 4/14/71 liability to refund is on the general contractor not on creditors paid by him; filed intention as to counter-designations in record; telephone conference with Baldwin as to status.
- 4/16/71 Telephone conference with Clerk of District Court relative to counter-proposal for record; indicated items admissible and one item to be stipulated; conference with attorney for Fabrizio; attorney for Board is in default in filing pre-trial memorandum; advised him to make motion.
- 4/19/71 Received copy of order from Circuit Court of Appeals; record and briefs to be filed by May 3.
- 4/21/71 Received and examined correspondence relative to Fabrizio's North Carolina operations.
- 4/26/71 Received copy of Buckmir's memorandum and copy of Baldwin's letter relative to proceedings in Connecticut; sale of Darien property apparently fell through.
- 4/27/71 Telephone conference with Buckmir relative to hearing on May 3; he needs executed copies of bonds; checked the file; obtained copies and forwarded same.
- 4/28/71 Received copies of letters of Buckmir to Baldwin and Baldwin's letter concerning hearing; telephone conference with Buckmir; received record on appeal and examined same.

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May 5, 1972

Re: Board of Education.
Central School District
No. 2, Period May 14,
1970 to April 12, 1972

5/2/71 Received copy of Aetna's memorandum to Baldwin;
received and examined brief of Board of Education;
interoffice conference relative thereto.

5/4/71 Worked on draft of brief on appeal.

5/7/71 Worked on draft of brief.

5/7/71 Worked on draft of brief; prepared form of time
for argument and forwarded to Clerk; received copies
of Buckmir memorandum and Baldwin's letters.

5/8/71 Worked on draft of brief.

5/10/71 Finished draft of brief.

5/11/71 Checked draft of brief.

5/12/71 Worked on appeal brief.

5/14/71 Interoffice conference relative to brief; worked on
brief.

5/17/71 Completed work on brief; prepared table of cases,
statutes and so forth.

5/18/71 Received and examined proof of brief from printer;
noted typing errors.

5/19/71 Continued correction of proof; checking modifications,
and so forth.

5/20/71 Read over final brief.

5/28/71 Received reply brief; interoffice conference relative
to same.

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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
1970 to April 12, 1972

5/28/71 Wrote Walker and Buckmir with copies of briefs.

6/1/71 Further interoffice conference relative to briefs.

6/16/71 Telephone conference with Baldwin; discussed settlement feelers from Fabrizio; discussed merits of fraudulent transfer of realty and so forth.

7/26/71 Received correspondence and memoranda in connection with losses to date; proceedings in Connecticut, and so forth.

8/9/71 Received notice of argument in Circuit Court.

8/20/71 Interoffice conference as to argument on appeal.

9/14/71 Worked on preparation for argument.

9/15/71 Attended Court of Appeals and argued appeal.

9/16/71 Telephone conference with Ladd; discussed argument in Court of Appeals.

10/18/71 Attended Clerk's office concerning possible decision.

11/16/71 Received various items of correspondence and memoranda concerning status of matters in Connecticut and Article relative to Fabrizio developing buildings in North Carolina.

11/29/71 Attended Clerk's office in Circuit Court; no decision.

12/15/71 Received advice of decision reversing ruling; attended Clerk's office and read decision which avoided the issue and is in direct conflict with decision in United States Supreme Court.

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Aetna Casualty & Surety
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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
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- 12/16/71 Studied decision; interoffice conference relative to same; studied rules relative to certiorari; rules require imperative public need for review before judgment.
- 12/17/71 Continued examination of Rules of Supreme Court relative to possibility of appeal.
- 12/18/71 Further study of Court of Appeals decision on reversal.
- 12/20/71 Wrote Walker and Buckmir relative to decision and commenting on same; dictated letter to attorney for Fabrizio.
- 12/27/71 Dictated letter to Baldwin forwarding copy of decision; received bill of costs for \$11,011.95; telephone conference with attorney for Board; intends to make third-party claims against us in state actions where subcontractors are suing for delay against the Board; further interoffice conference as to possibility of appeal; interoffice memorandum concerning written statements to be obtained from Fabrizio relative to lack of knowledge of Aetna concerning the secret agreement made with the Board; obtaining information from underwriters and so forth in preparation for trial.
- 1/10/72 Conference with attorney for Board relative to his desire to bring us into State Court actions which we refused; advised him of 2-year time limitation in bond and so forth; discussed possibility of removal of State Court actions to Federal Court.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety
Company

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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
1970 to April 12, 1972

- 1/12/72 Conference with attorney for Fabrizio as to their request that Aetna carry burden of litigation with San Marco and others; concerning his request that Aetna pay his fees; advised it would not do so; discussed previous agreement made relative to San Marco.
- 1/21/72 Received copy of Baldwin's letter concerning renewing demands on Fabrizio.
- 1/31/72 Conference with attorney for Fabrizio; he will obtain for us copies of completion contracts; discussed status.
- 2/2/72 Conference with attorney for Fabrizio relative to order he received concerning consolidation of pending matters; received order and examined same; interoffice conference relative to counter-order.
- 2/3/72 Worked on counter-order; conference with attorney for Fabrizio relative to counter-order; further discussion with attorney for Fabrizio concerning his proposed order.
- 2/4/72 Dictated affidavit in support of proposed counter-order; prepared notice of settlement; attended Clerk's office; conference with attorney for Board, discussed third-party actions he has with other prime contractors; dictated letter to Buckmir; conference with attorney for Fabrizio relative to modifications in proposed order; discussed claims of other prime contractors; he believes all of these claims or most of them are subject to defense of failure to file the same with the Board in accordance with the requirements of the Education Law; defense was not raised by the Board.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety
Company

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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
1970 to April 12, 1972

- 2/7/72 Received copy of cross-notice of counter-order from Fabrizio's attorney and examined the same; conference with attorney for Fabrizio; reviewed Mars-Normal completion contract which was cost-plus with an upset price.
- 2/8/72 Wrote Balwin with copies to Buckmir; telephone conference with Buckmir.
- 2/10/72 Conference with attorney for Fabrizio relative to meeting with Walker in New York; discussed necessity for agenda.
- 2/11/72 Received notice from District Court as to entry of order.
- 2/14/72 Received letter from attorney for Fabrizio containing agenda for proposed meeting with Fabrizio; dictated letter to Buckmir detailing San Marco claim.
- 2/15/72 Obtained order entered from District Court, examined same; our form was signed and entered; telephone conference with Buckmir; discussed Fabrizio disaffirming indemnity; advised that under the circumstances there was no purpose in meeting with Fabrizio.
- 2/16/72 Telephone conference with Buckmir; Walker still desires meeting; discussion with attorney for Fabrizio as to date for meeting; called Buckmir and advised.
- 2/17/72 Received by hand Buckmir's memorandum with copy of letter from Fabrizio.
- 2/22/72 Conference with attorney for Fabrizio; confirmed meeting in Bridgeport; checked San Marco file relative to stipulation with Fabrizio previously worked out.

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Aetna Casualty & Surety
Company

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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
1970 to April 12, 1972

- 2/23/72 Attended District Court; made Xerox copies of order; attended conference in Bridgeport; we would be willing to consent to future release of funds from escrow of approximately \$25,000 for payment of attorneys fees of Fabrizio from now on in defense and prosecuting of claim in San Marco subject to Aspinwall's lien on account and predicated on Fabrizio withdrawing his letter claiming defense on indemnity; Fabrizio desired release of attachments contending property belongs to his wife; indicated a lot of facts of which we did not have knowledge; we will be given the facts and work out a possible percentage of distribution in the event of sale of the property.
- 2/24/72 Conference with attorney for Fabrizio concerning possible release of property now; advised him not on the basis of the proposal put forth.
- 3/7/72 Received copy of Walker's memorandum as to conference in Bridgeport.
- 3/10/72 Conference with attorney for Fabrizio relative to pre-trial conference; discussed settlement feelers.
- 3/13/72 Attended on pretrial conference in Southern District Court; Judge desires to try matter or settle it; attorney for Board brought up question of third-party suits which he desires to be removed to Federal Court and consolidate it; we refused because pre-trial had not been held and he has several good defenses which he has not availed himself of such as general releases; failure to make timely notice of claim to the Board; and so forth; conference with attorney for Fabrizio who agreed it would be unwise to remove and consolidate it; conference with law secretary of Judge.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety
Company

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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
1970 to April 12, 1972

- 3/16/72 Received substantial amount of correspondence, Baldwin, Walker and so forth and checked over same; dictated letter to Buckmir.
- 3/24/72 Prepared and served answer as third-party defendants; conference with attorney for Fabrizio relative to pre-trial on March 28; discussed his original order and modifications.
- 3/27/72 Attended attorney for Fabrizio's office; went over his records concerning trial, and so forth.
- 3/28/72 Went over matter in connection with pre-trial conference; interoffice conference relative thereto; appeared in Federal Court; we will attempt to prepare pre-trial order and submit same by April 18; conference with attorney for Board relative to third-party actions; arrange further meeting for April 4 or 6th; conference with attorney for Fabrizio relative to third-party claims.
- 3/29/72 Interoffice conference relative to Fabrizio defenses as to misrepresentation on the advice of the Board and pleading setoffs of contract balance; extras performed; Board's claims of excess cost of completion; advised cannot use contract price to establish excess costs since the contract was a nullity; discussed possible claim of damage to the extent of difference in bids of \$223,000; Board also includes claims of subcontractors for delays; conference with attorney for Fabrizio relative to third-party claims and proof; arrange for meeting for pre-trial order; dictated letter to attorney for Fabrizio.
- 3/30/72 Interoffice conference relative to proof that would be required as to damages by Board under the decision in the Circuit Court; checked Federal Rules relative to

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety
Company

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May 5, 1972

Re: Board of Education,
Central School District
No. 2, Period May 14,
1970 to April 12, 1972

(cont.)

3/30/72 joinder of third parties; received Fabrizio's pre-trial order and examined the same; went over completion contract of Mars-Normel.

4/5/72 Worked on pre-trial order; went over Interrogatories and records.

4/6/72 Continued work on pre-trial order; conference with attorneys for Board and Fabrizio in connection with pre-trial order; conference with attorney for Fabrizio relative to schedule of damages.

4/9/72 Worked on pre-trial order.

4/10/72 Worked on pre-trial order; conference relative to amendment of our pleadings.

4/11/72 Worked on pre-trial order; conference relative to same.

4/12/72 Worked on pre-trial order.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety Co.
 151 William Street
 New York, N.Y. 10038

August 29, 1972

Board of Education Central School
 District No. 2 as indicated \$ 7,474.17

Disbursements:

Photostats	\$ 75.25	
Misc. Disbs.	<u>4.60</u>	<u>79.85</u>
Total Due. . . \$		7,554.02

4/13/72

Checked draft of pre-trial order; inter-office conference relative to pre-trial order.

4/14/72

Further conference relative to pre-trial order; modified same; continued work on draft of pre-trial memorandum.

4/17/72

Worked on pre-trial memorandum; examined depositions in connection with preparation of pre-trial order; conference with attorney for Fabrizio; telephone conference with attorney for plaintiff; concerning pre-trial order.

4/18/72

Continued examination of deposition; further inter-office conference and conference with attorney for plaintiff concerning questions of damages; attended court and discussed pre-trial order with judge; discussed possible trial dates, time, issues and so forth; conference with attorney for Fabrizio.

4/19/72

Continued examination of depositions; continued work on pre-trial order; conference relative to damages; examination of law.

DEFENDANT AETNA'S EXHIBIT N

-2-

4/20/72 Received copy of memorandum of Walker to Buckmir with attached copy of literature relative to Fabrizio.

4/24/72 Discussed with attorney for Fabrizio meeting with attorney for Board.

5/5/72 Received copy of Buckmir's letter to Walker relative to item of realty.

5/9/72 Telephone conference with attorney for Board concerning appearance in court; we have not received his proposed pre-trial memorandum; discussed call with attorney for Fabrizio; attended court; appeared before judge; advised we had not received plaintiff's Board version of pre-trial; conference with attorney for Board; went over proposed pre-trial additions; discussed our proposed changes.

5/10/72 Research relative to damages allowed public body on illegal contract.

5/11/72 Received copies of correspondence from Buckmir to Baldwin and Darien attorney concerning easement agreement and so forth.

6/1/72 Received copies of correspondence between Baldwin and Buckmir.

6/8/72 Conference with attorney for Fabrizio; worked on plaintiff's suggested revisions and additions to pre-trial.

6/16/72 Telephone conference with attorney for Fabrizio relative to amendments sought by attorney for Board; inter-office conference relative to pre-trial memorandum.

6/19/72 Examined briefs and records on appeal.

6/20/72 Research.

6/21/72 Conference with attorney for Fabrizio; discussed objections to pre-trial memorandum of attorney for Board; inter-office conference.

DEFENDANT AETNA'S EXHIBIT N

-3-

6/22/72 Conference with attorney for Fabrizio relative to pre-trial additional points; examined pre-trial revisions and additions of board; dictated detailed reply.

6/23/72 Research; conference with attorney for Fabrizio; conference with attorney for board who agreed in part with our objections; worked on memorandum.

6/26/72 Research.

6/27/72 Worked on memorandum of law; telephone conference with attorney for Fabrizio.

6/28/72 Worked on memorandum of law; worked on pre-trial order additions and modifications.

6/29/72 Worked on memorandum of law; worked on pre-trial memorandum; indicated items acceptable to both sides and those unacceptable; telephone conferences with attorney for Fabrizio and attorney for board; went over pre-trial modifications; telephone conference with attorney for board.

6/30/72 Appeared before judge; argued relative to pre-trial order; matter referred to Magistrate Jacobs; case set down for last week of September; appeared before Magistrate Jacobs; argued relative to pre-trial order; will attempt to revise pre-trial order and return on August 16th.

7/14/72 Reviewed pre-trial memorandum; inter-office conference relative thereto.

7/19/72 Telephone conference with attorney for Fabrizio; discussed working out settlement concerning 3 parcels of property; advise he write to Walker and Baldwin.

7/24/72 Received copy of letter from attorney for Fabrizio concerning property held by Aetna by attachment and so forth.

7/28/72 Examined previous correspondence in file relative to letter from attorney for Fabrizio; dictated letter to Baldwin.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety Co.
95 Church Street
White Plains, New York
Attn: Mr. Michael J. Buckmir
Claims Manager

February 5, 1973

re: Board of Education
Central School District
No. 2 as indicated

\$ 5,869.00

Disbursements:

10/27/72	Went to White Plains, N.Y. (Mileage)	\$ 4.10	
11/1/72	Tel. Call to Riverhead, N.Y.	1.10	
11/1/72	Tel. Call to Riverhead	1.70	
11/10/72	" " " "	.90	
11/8/72	Went to Aetna's Bridge- port office (Mileage & tolls)	16.75	
	Photostats	95.75	
	Misc. Disbs.	25.05	145.35

\$ 6,014.35

8/10/72 Conference, DAT, GNT and attorney for Fabrizio in prepara-
tion for pretrial conference, questions of damages, changes
by attorney for Board and so forth.

8/15/72 Worked on amendments and supplement to pretrial order.

8/16/72 Checked changes and additions in pretrial order; objections
to suggestions of other side; appeared in U.S. District
Court; Magistrate agreed to insert statements prepared by
us; objections to statement by Board.

8/23/72 Received a copy of letter of attorney for Board to Magis-
trate with respect to alleged omissions from pretrial or-
der; checked same; telephone conference with attorney;
interoffice conference relative thereto.

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety Co.

-2-

February 5, 1973

re: Board of Education, Central School District No. 2

8/24/72 Telephone conference with attorney for Fabrizio concerning Board's supplement to pretrial order; worked on amendments to pretrial order.

8/25/72 Completed amendments to pretrial order; dictated letter to attorney for Board with copies to Magistrate and attorney for Fabrizio.

8/30/72 Conference with attorney for Fabrizio; worked on question of damages, depositions and so forth.

9/11/72 Interoffice conference, DAT, CNT and MEG; worked on trial brief.

9/12/72 Worked on trial brief; interoffice conference relative thereto.

9/13/72 Conference with attorney for Fabrizio.

9/14/72 Conference re: modification of trial brief.

9/20/72 Telephone conference with attorney for Board.

9/21/72 Worked on draft of supplemental pretrial memorandum; interoffice conference.

9/26/72 Worked on pretrial memorandum; interoffice conference.

9/27/72 Research and working on trial memorandum; telephone conference with attorney for Board; discussed illegality of re-letting of some of completion contracts.

9/28/72 Worked on draft of memorandum.

10/16/72 Telephone conference with attorney for Fabrizio.

10/17/72 Attended District Court; conference with judge and attorneys for parties; procured execution of pretrial order subject to amendment of course of action for fraud and misrepresentation; interoffice conference relative to proposed findings as requested by Court.

10/18/72 Worked on suggested findings and conclusions; telephone

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety Co.

-3-

February 5, 1973

re: Board of Education, Central School District No. 2

conference with attorney for Fabrizio concerning new proposed contentions; dictated letter to attorney for Board; dictated letter to attorney for Fabrizio.

10/19/72 Worked on memorandum as to estoppel; checked citations; worked on findings and conclusions.

10/20/72 Worked on memorandum.

10/23/72 Completed draft of memorandum, findings and conclusions.

10/24/72 Telephone conference with attorney for Fabrizio relative to supplement to pretrial order as to fraud.

10/25/72 Went over voluminous file; telephone conference with Dana; telephone conference with Buckmir.

10/26/72 Conference with attorney for Fabrizio relative to amendments to pretrial order; telephone conference with Clerk of Court; further conference with attorney for Fabrizio relative to additions to pretrial order; modified pretrial order; dictated letter to judge.

10/27/72 Attended in judge's chambers; conference with Buckmir at White Plains; went over files; dictated letter to attorney for Board and attorney for Fabrizio and Court; dictated letter to Buckmir with copy to Walker.

10/30/72 Telephone conference with Buckmir.

10/31/72 Telephone conference with Buckmir.

11/8/72 Conference in Hartford with Buckmir, Walker, Wareham, Pratt and Christensen.

11/9/72 Telephone conference with Buckmir.

11/24/72 Received copy of Buckmir letter to Walker concerning missing underwriting files.

12/11/72 Telephone conference with attorney for Fabrizio.

12/12/72 Studied pleadings as to figures on claims and counterclaims;

DEFENDANT AETNA'S EXHIBIT N

Aetna Casualty & Surety Co.

-4-

February 5, 1973

re: Board of Education, Central School District No. 2

- 12/18/72 Interoffice conference relative to missing files.
- 12/21/72 Telephone conference with attorney for Fabrizio; discussed San Marco case.
- 12/26/72 Dictated letter to Buckmir with copy to Walker concerning possible trial date and requesting witnesses be available; also relative to missing file.
- 1/3/73 Telephone conference with Fabrizio relative to trial preparation; dictated letter to Buckmir; worked on trial preparation; telephone conference with Buckmir.

DEFENDANT AETNA'S EXHIBIT O.

297614 9.4 **Aetna** **ACN**

No. M11501760 51-44
111

Cap.	Territory	Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off. Code	Class Ltr.	Serial No.	Suffix
	State City County Rate															CI A73C920RG (Item No. 5)			

Insured or Principal & Address **Fabrizio & Martin, Inc.**

Agency/ Code **0110** Name **Allied**

Broker **None** ☐ **AF** ☐ **NF** ☐ Date of 1st Notice **9-11-64**

Claimant or Obligor & Address **Bd. of Ed. Central School District No. 2**

Payable through **HARTFORD NATIONAL BANK AND TRUST COMPANY Hartford, Conn.**

To the order of **Julius P. Taubman 33 Willis Avenue Mineola, N.Y.**

Exp. Date **10-25-68**

Direct ☐ Assumed ☐ Co. Surety A ☐ Ceded ☐

In Satisfaction of **EBT J Pugni**

From **Mary Taubman** Through **Mary Taubman**

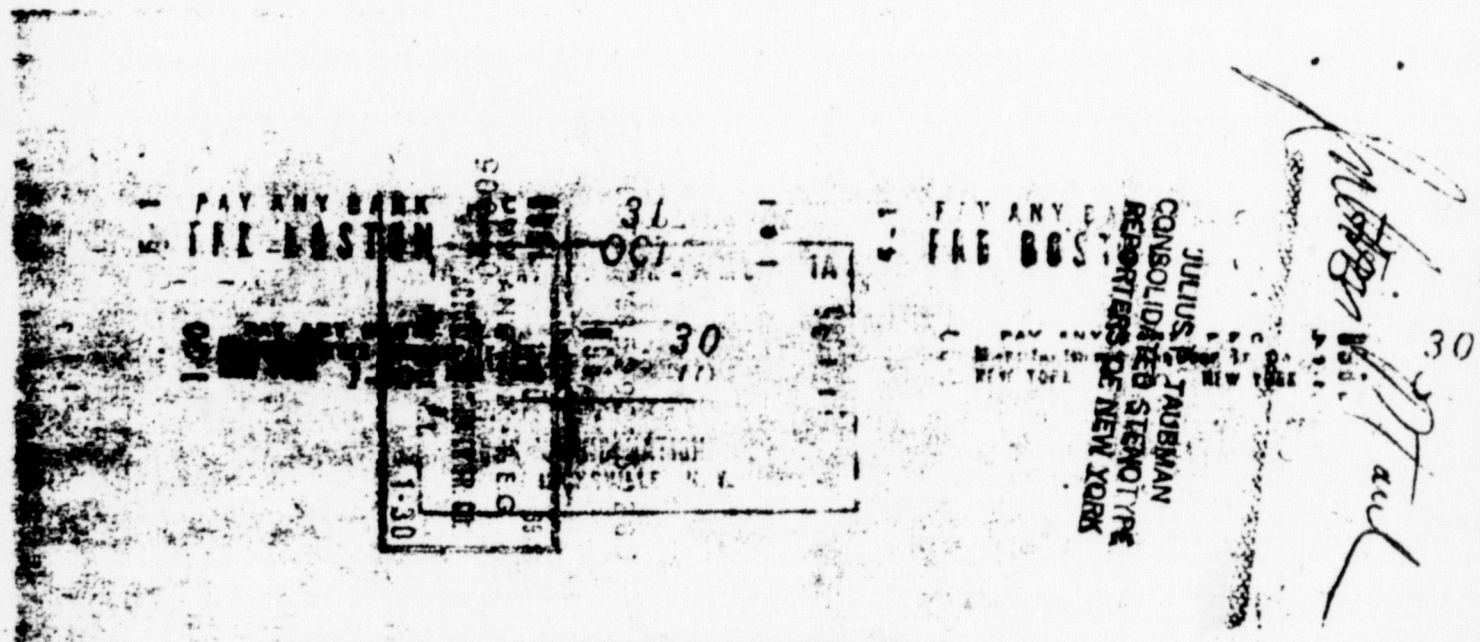
PAY \$26.25**

1 ☐ Ind Dam
2 ☐ Med
3 ☒ Exp.
4 ☐ Final
5 ☐ Sel.

Aetna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company By Authorized Representative

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(9783-AB) 1-70

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PAY AMY BAKER
Schwartz Langley
ONE 1-30

7-71 90990

JUL

STATE OF DELAWARE COUNTY, PENNSYLVANIA
NATION, NEW YORK

50,000

**PAY ANY BANK
FOR BOSTON**

PAY ANY B
Manufacturers
NEW YORK 1-

NATIONAL BANK OF DELAWARE, COUNTY, Delaware
 WALTON, DE. BY ORDER
 THE REPORTING CO., INC.
 THE REPORTER CO.
 WALTON, DE. BY ORDER

1946

DEFENDANT AETNA'S EXHIBIT O

Aetna Casualty & Surety Company
 4675 Main Street
 P. O. Box 1930
 Bridgeport, Conn. 06601
 Att: Mr. Michael J. Buckmir

June 3, 1970

ads. Adams as indicated \$ 950.00

Disbursements

4/27/70	-	Call to Bridgeport, Conn.	\$.71	
5/6/70	"	" " " "		.94	
5/7/70	"	" " " "		.71	
5/7/70	"	" " " "		.71	
Photostats				8.00	
Misc. Disb. (fares, postage, local calls, etc.)				<u>9.95</u>	<u>21.02</u>
Total			\$	971.02	

- April 27, 1970 - Telephone conference with attorney for Fabrizio advising this matter was coming up for trial in Southern District Federal Court; there were no counterclaims; controversy relates solely to the amount involved; telephone conference with Buckmir; discussed facts; further telephone conference with attorney for Fabrizio as to details of controversy; further telephone conference with attorney for Fabrizio; advised him we are participating in matter; arranged for conference with Fabrizio.
- May 5, 1970 - Attended attorney's office and examined complete file; conference with Fabrizio; further conference at night with attorney for Fabrizio; went over all details.
- May 6, 1970 - Attended Court and on trial all day; ascertained minimum liability of \$7,555.00 plus 4 years interest; telephone conference with Buckmir; he believes case should be settled; discussed figures for settlement; conference with Fabrizio and attorney after trial; went over figures; discussed testimony; Fabrizio conceded to \$7,600.00 with interest; discussed possible offer of settlement; telephone conference with attorney for Adams; discussed possible settlement; interoffice conference relative to various legal questions.

DEFENDANT AETNA'S EXHIBIT O

Aetna Casualty & Surety Company

-2-

June 3, 1970

- May 12, 1970 - Several telephone conferences with attorney for Fabrizio concerning settlement figures; arrived at settlement figure of \$9,000.00; worked on report with copies of pleadings, etc.; telephone conference with Walker.
- May 14, 1970 - Obtained releases, stipulations, etc. from attorney for plaintiff; wrote attorney for Fabrizio; telephone conference with Buckmir approving settlement; telephone conference with attorney for plaintiff.
- May 15, 1970 - Received check for \$9,000.00; wrote attorney for plaintiff.
- May 18, 1970 - Received letter and stipulation from attorney for Fabrizio; wrote attorney for plaintiff.
- May 19, 1970 - Submitted stipulation to Court; order filed by Court; wrote attorney for Fabrizio concerning general release

(Trial Judge confidentially advised us after settlement, which was made in Court, that he would have awarded a minimum of approximately \$12,500.00)

DEFENDANT AETNA'S EXHIBIT P.

9.4. **Aetna** *[Signature]* No. M11500479 51-44
LIFE & CASUALTY 111

Cap.	Territory	Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym.	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off.	Code	Class	Ltra.	Serial No.	Suffix
	State City County Rate																				

Insured or Principal & Address: Fabrizio & Martin, Inc.
 Agency/Code: 0110 Name: Allied
 Broker: ☐ None ☐ AF ☐ NF
 Date of 1st Notice: 9-11-64 Loss Date: 9-11-64
 Claimant or Obligor & Address: Board of Education, Central School District No. 2, Mount Kisco New York
 Payable through: HARTFORD NATIONAL BANK AND TRUST COMPANY Hartford, Conn.
 To the order of: Max. W. Greenberg, Trayman, Harris
 Cantor, Reiss & Blasky 68281
 30 Vesey Street
 New York, N.Y. 10007
 In Satisfaction of: legal services rendered
 Fees: 2,000 Disb: 78.42
 From: Through:
 Name and Age of Driver: ☐ Direct ☐ Assumed ☐ Co. Surety A ☐ Ceded
 PAY \$2,078.42
 1 ☐ Ind. Dam. 2 ☐ Med. 3 ☒ Exp. 4 ☐ Final 5 ☐ Sal.
 By Authorized Representative: *Michael J. Buckman*
 mg "115004799" :011100369: 0000000018" "0000207842"

(8783-Z) 1-68

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 PAY TO THE ORDER OF
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 National Bank of North America
 MAX W. GREENBERG, TRAYMAN, HARRIS
 CANTOR, REISS & BLASKY
 071-0053-3

119 PAY TO THE ORDER OF 119
National Bank of North America
MAX DOEHLER, TRAYMAN, HARRIS
CANTON, MISS & BASKY
011-10053-3.

DEFENDANT AETNA'S EXHIBIT P

Aetna LIFE & CASUALTY

No. M 15998575 51-44 111

C	ID	Territory	Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off. Code	Class	Ltr.	Serial No.	Suffix
		State City Co. Rate															CH 7 SC 920 .82				

Insured or Principal & Address: Fabrizio & Martin, Inc.

Agency/Code: 0110 Name: Allied

Off Code Symbol Ser.No. Suffix: 7S 38091 BC

Broker Site Code: ☐ None ☐ AF ☐ NF

Date of 1st Notice: 9-11-64 Date of Loss: 9-11-64

Exp. Date: 3-17-64 Exp. Date: 3-17-66 ☐ Ded. Applied ☐ Date of Draft: 5-15-69

Name and Age of Driver: ☐ Direct ☐ Assumed ☐ Co. Surety A ☐ Ceded

PAY \$2,662.87

In Satisfaction of: legal services Item 5 Bradhurst fee: 2500 Disb: 162.87

69 139 from Through

Michael Buchman By Authorized Representative

Aetna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company

159985755 011010369 000000018 0000266287

(9783-AA) 1-66

19 MAY 1964

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 National Bk of North America
 MAX E. GREENBERG, TRAYMAN, HARRIS
 CANTOR, REISS & BLASKY
 011-0053-3

DEFENDANT AETNA'S EXHIBIT P

THE AETNA CASUALTY AND SURETY COMPANY

Hartford, Connecticut 06115

NO. M03843344

51-44
111

CLAIM NO. A7 SC 920 Item I	BOND NO. 7 S 38091 BC	CLASS	1ST NOTICE 9-11-64	PREM. ST. 06 C.	PRODUCER Affiliated Realty	CODE 0110
PRINCIPAL Fabrizio & Martin, Inc. Darien, Connecticut			<input checked="" type="checkbox"/> LOSS	<input checked="" type="checkbox"/> EXPENSE	<input checked="" type="checkbox"/> DIRECT	<input type="checkbox"/> ASSUMED
OBLIGEE Board of Education, Central School District No. 2, Mount Kisco, New York			<input type="checkbox"/> SALVAGE		<input type="checkbox"/> CO SURETY A	<input type="checkbox"/> CEDED
			DATE 2-2-68	PAY \$308.01**		

PAYABLE THROUGH THE
HARTFORD NATIONAL BANK AND TRUST COMPANY
HARTFORD, CONNECTICUT

IN SATISFACTION OF

TO THE
ORDER
OFMax Greenberg, Esq.
Attorney at Law
30 Viceroy Street
New York, New York 10004

68040

legal services rendered Disb.: 8.01
accessory specialties Fee: 300

AUTHORIZED REPRESENTATIVE

⑈038433447⑈ ⑆0111⑈0369⑆ 000000018⑈

⑈0000030801⑈

(S-1354-L) 3-68

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DEFENDANT AETNA'S EXHIBIT P



No. M20699711

51-44
111

C P.	ID	Territory State	Rate	Dr. Rec.	Class	Disc.	Limits of Liab.	Dr. Rec.	Cov.	Disc.	Sym	Age	Type of Loss	Inj. Type	Form	Type	Cat.	Unit/Off. Code	Class Ltr.	Serial No.	Suffix		
																		Cl. A 7 SC 920 RG					
Insured or Principal & Address				Agency/ Code Name				Off. Code Symbol Ser. No. Suffix															
FABRIZIO & MARTIN INC, DARIEN, CT.				0110 ALLIED				7 S 38091 BC															
Claimant or Obligor & Address				Date of 1st Notice				Loss Date															
BD OF ED. CENTRAL SCHOOL DISTRICT				3 17 64				3 17 66				9 11 64											
Address NO 2, 130 MAIN ST., MT KISCO, N.Y.				Exp. Date				Ded. Applied				Date of Draft											
Payable through				Name of Driver				Age				Direct Assumed											
HARTFORD NATIONAL BANK AND TRUST COMPANY				Same as Insured				6 10 70				PAY \$971.02**											
Hartford, Conn.				In Satisfaction of				LEGAL ITEM NO 2															
To the order of				MAX E. GREENBERG, TRAYMAN, HARRIS				70 166 LEONARD ADAMS CO., INC.															
				CANTOR, REISS & BLASKY				From FEE 950 BISB 21-02															
				30 VECEY STREET																			
				NEW YORK, N.Y. 10007																			

Aetna Life Insurance Company or The Aetna Casualty and Surety Company or The Standard Fire Insurance Company

By Authorized Representative

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(9783-AB) 1-70

119 PAY TO THE ORDER OF
National Bank of North America
MAX E. GREENBERG, TRAYMAN, HARRIS
CANTOR, REISS & BLASKY

1970 JUN 11

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1970 JUN 11

In the
United States Court of Appeals
for the Second Circuit

376—Affidavit of Service by Mail

The Reporter Co., Inc., 11 Park Place, New York, N. Y. 10007

Fabrizio & Martin
Plaintiff-Appell-Appellant
vs.

Board of Education Central School District No.2 of the
Towns of Bedford, New Castle North Castle et al.
Defendants

State of New York, County of New York, ss.:

Raymond J. Braddick, , being duly sworn deposes and says that he is
agen for Max E. Greenberg the attorney
for the above named Additional Defendant-Appellee herein. That he is over
21 years of age, is not a party to the action and resides at 8 Mill Lane Levittown, NY

That on the 28th day of August , 19 74 he served the within
Brief and Exhibit Volume

upon the attorneys for the parties and at the addresses as specified below

1. Louis E. Yavner Esq.
Attorney for Defendant Board of Education
60 East 42nd. Street
New York, New York
2. Weinstein, Krulewitz & Weiner Esqs.
144 Golden Hill Street
Bridgeport, Conn 06604

by depositing 2 copies of Brief to each, and 1 copy of Exhibit Volume to each.
to each of the same securely enclosed in a post-paid wrapper in the Post Office regularly main-
tained by the United States Government at
90 Church Street, New York, New York
directed to the said attorneys for the parties as listed above at the addresses aforementioned,
that being the addresses within the state designated by them for that purpose, or the places
where they then kept offices between which places there then was and now is a regular com-
munication by mail.

Sworn to before me, this 28th.
day of August , 1974

Raymond J. Braddick

Roland W. Johnson
ROLAND W. JOHNSON
Notary Public, State of New York
No. 4607105
Qualified in Delaware County
Commission Expires March 30, 1975